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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. November 5, 2013

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on October 22, 2013

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**AWARDS AND PROCLAMATIONS**

- Proclamations:
  - Wichita Children's Home 125th Anniversary
  - Nurse Practitioners Month
  - American Diabetes Month
- Awards:
  - Service Award – Jim Armour
  - Recognition of WSU students by IT
  - Award from the Kansas Chapter of the American Planning Association for the Wichita Bicycle Master Plan
  - Presentation of the Thomas McGaughy Award for Bravery

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Ben Lee - Gang Violence and Guns.

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## **II. CONSENT AGENDAS (ITEMS 1 THROUGH 27)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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## **COUNCIL BUSINESS**

### **III. UNFINISHED COUNCIL BUSINESS**

1. Approval of the Issuance of STAR Bonds for the K-96 Greenwich Star Bond Project. (District II)

RECOMMENDED ACTION: Approve first reading the STAR Bond Ordinance authorizing the issuance of not-to-exceed \$40,000,000 in STAR Bonds for the K-96 Greenwich STAR Bond Project, and approve first reading of the Home Rule Ordinance authorizing the execution of the First Amendment to the Development Agreement.

### **IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)

RECOMMENDED ACTION: Close the public hearing and approve the first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds for Spirit AeroSystems, Inc. in an amount not-to-exceed \$49,000,000.

2. Public Hearing and Issuance Industrial Revenue Bonds, Wesley Medical Center, LLC. (District I)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$35,500,000 to Wesley Medical Center, LLC, and authorize the necessary signatures.

3. H2O (Help to Others) Care Fund Program, Contract with Center of Hope.

RECOMMENDED ACTION: Approve the H2O (Help to Others) Care Fund program and a contract with the Center of Hope to administer the program.

4. Quarterly Financial Report for the Quarter Ended September 30, 2013.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended September 30, 2013.

5. Improvements to Meridian from Pawnee to McCormick. (District IV)

RECOMMENDED ACTION: Approve the design concept, place the ordinance on first reading, and authorize the necessary signatures. Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

6. Perimeter fencing for MacDonald Municipal Park Golf Course. (District I)

RECOMMENDED ACTION: 1) Adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

1. CON2013-00017 – Conditional use to permit a “nightclub in the City” on property located at 1111 East Lincoln Street. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the conditional use to permit a “nightclub in the city” subject to the recommended conditions of approval, and authorize the Mayor to sign the resolution (simple majority vote required); or 2) deny the conditional use request by making alternative findings, and override the MAPC recommendation (two-thirds vote required); or 3) return the application to the MAPC for further consideration (simple majority vote).

2. ZON2013-00021 – Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property generally located northwest of the intersection of East 21st Street North and North Oliver addressed as 11 and 12 N. Oliver Avenue. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, and deny the application (simple majority vote required); 2) Approve the request subject to the suggested protective overlay by making alternate findings (three-fourths majority vote required); or 3) Return the application to the MAPC for further consideration.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

### **VI. NON-CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VII. NON-CONSENT AIRPORT AGENDA**

None

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## **COUNCIL AGENDA**

### **VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel expenses for Mayor Carl Brewer, Council Member Lavonta Williams, Council Member James Clendenin, Council Member Jeff Blubaugh, Council Member Jeff Longwell and Council Member Janet Miller, to attend the 2013 National League of Cities Congress of Cities Exposition in Seattle, WA, November 12-16, 2013.

RECOMMENDED ACTION: Approve the expenditures.

2. Approval of travel expenses for Council Member Jeff Blubaugh to attend the 2013 S.P.I.R.I.T. Conference in Pratt, Kansas, November 8, 2013.

RECOMMENDED ACTION: Approve the expenditures.

3. Discussion of Airport Naming.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 27)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated October 28 and November 4, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2013</u>	<u>Address</u>
Robert Floyd	Rock Road Gift Shop Inc. dba Patricia's	3526 North Rock Road SU 200 & 300

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Roselia Tello-Rubio	Lalo's Express LLC**	1533 South Seneca
Teresa A Vasquez	El Patio Inc. **	424 East Central
Michael Javier Mohr	Los Pinus**	1225 West Douglas

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Lindsay S Cunningham	Presto#1629***	3311 North Rock Road
Lindsay S Cunningham	Presto#1630***	2190 North Rock Road
Lindsay S Cunningham	Presto#1631***	1250 South Rock Road
Lindsay S Cunningham	Presto#1633***	1254 South Tyler Road
Lindsay S Cunningham	Presto#1636***	4414 West Maple
Lindsay S Cunningham	Presto#1637***	7136 West Central
Lindsay S Cunningham	Presto#1638***	2001 South Oliver
Lindsay S Cunningham	Presto#1639***	7736 West 21 North
Lindsay S Cunningham	Presto#1640***	4821 South Broadway
Lindsay S Cunningham	Presto#1641***	515 North Seneca
Lindsay S Cunningham	Presto#1642***	2356 South Seneca
Lindsay S Cunningham	Presto#1643***	1350 North Oliver
Lindsay S Cunningham	Presto#1646***	12728 East Central
Rupan Kanti Dev	Food Mart***	1400 North Market
Rupan Kanti Dev	K D Shop***	10409 West Maple

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Berkeley Square First Addition and Greenwich Office Park Second Addition. (District II)

RECOMMENDED ACTION: Approve the revised petition; place the ordinance on first reading; and authorize the necessary signatures.

6. Consideration of Street Closures/Uses.

- a. Temporary Street Closure - 21st Street North, Broadway to Mosley. (District VI)

RECOMMENDED ACTION: Approve the temporary street closure.

7. Design Services Agreements:

- a. Design Agreement for Improvements to Northborough Third Addition. (District II)  
b. Supplemental Design Agreement No. 1 for Meridian, Orient to McCormick. (District IV)  
c. Supplemental Design Agreement No. 3 for Meridian, Pawnee to Orient. (District IV)  
d. Supplemental Design Agreement for West Bank River Corridor Improvements between Douglas and Second Street. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; adopt the Resolution; and authorize the necessary signatures.

8. Change Orders:

- a. Change Order No. 1 for 135th Street West from Kellogg to Onewood. (District IV)  
b. Change Order No. 3 for Multi-Use Path from Garvey Park to Planeview Community Center. (District III)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisitions:

- a. Partial Acquisition of 2001 South Oliver for the Mount Vernon and Oliver Intersection Improvement Project. (District III)  
b. Partial Acquisition of 2600 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Board of Building Code Standards and Appeals, September 9, 2013  
Airport Advisory Board, September 9, 2013  
Wichita Public Library, September 17, 2013  
Board of Electrical Appeals, September 10, 2013  
Historic Preservation Board, September 9, 2013  
Wichita Employees' Retirement System, September 18, 2013  
Wichita Area Sister Cities Board, February 28, 2013  
Wichita Area Sister Cities Board, March 28, 2013  
Wichita Area Sister Cities Board, April 25, 2013  
Wichita Area Sister Cities Board, May 23, 2013  
Wichita Area Sister Cities Board, June 27m, 2013  
Wichita Area Sister Cities Board, August 22, 2013

RECOMMENDED ACTION: Receive and file.

11. Repair or Removal of Dangerous and Unsafe Structures. (District IV)

Property Address

a. 2128 West McCormick

Council District

IV

RECOMMENDED ACTION: Adopt the attached resolution to schedule a public hearing before the City Council on December 17, 2013 at 09:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

12. Payment of Claim.

RECOMMENDED ACTION: Authorize payment of \$15,250.52 as full settlement of all claims arising from this incident and authorize any necessary budget adjustments.

13. Senior Management Report for the Quarter Ended September 30, 2013.

RECOMMENDED ACTION: Receive and file.

14. Abatement of Dangerous and Unsafe Structures.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

15. 2014 Aerial Photography Services.

RECOMMENDED ACTION: Approve the expenditure and authorize the necessary signatures.

16. Partial Redemption of Industrial Revenue Bonds, Greater Wichita YMCA. (District VI)



RECOMMENDED ACTION: Adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

17. Improvements to Amidon between 21st and 29th Streets North. (District VI)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

18. Improvements to the K-96 and Greenwich Interchange. (District II)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures. Design needs may require the acquisition and granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

19. Improvements to Railroad Crossing on Rock Road between 37th and 45th Streets North. (District II)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

20. Buffalo Park Design Services. (District V)

RECOMMENDED ACTION: 1) Approve the vendor selection, 2) approve the contract and scope of services and 3) authorize all necessary signatures.

21. Second Reading Ordinances: (First Read October 22, 2013)

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

22. \*ZON2010-00018/CUP2010-00011 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential to LC Limited Commercial and creation of a Commercial Community Unit Plan (Pawnee and 127th Commercial CUP), generally located at the southwest corner of 127th Street and Pawnee Avenue. (District II)

RECOMMENDED ACTION: Approve a two-year extension of time to complete platting by October 18, 2015.

23. \*ZON2013-00019 – Zone change request from TF-3 Two-family Residential to LC Limited Commercial subject to Protective Overlay #279 on property located 300 feet north of East Central Avenue on the east side of North Dellrose Avenue, 518, 520 and 524 North Dellrose Avenue. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change request subject to amended Protective Overlay #279, withhold publication of the ordinance authorizing the zone change until the replat is recorded and authorize the Mayor to sign the ordinance (two-thirds majority vote required).

24. \*A13-06 - Request by Ranch 21 LLC to annex lands generally located at the southwest corner of 21st Street North and 159th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

25. \*Wichita Police Department, Air Section - Supplemental Agreement No. 1 - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

26. \*Electrical Equipment and Cabling, Substation A Improvements, Package 25 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

27. \*Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 23, Apron Phase III Construction Services - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Approval of the Issuance of STAR Bonds for the K-96 Greenwich Star Bond Project (District II)

**INITIATED BY:** Urban Development Office

**AGENDA:** Unfinished Business

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**Recommendation:** Approve the first reading of the ordinance authorizing the issuance of Sales Tax and Revenue (STAR) Bonds and execution of related issuance documents; approve first reading of the home rule ordinance authorizing the amendment of the Development Agreement.

**Background:** On March 6, 2012, the City Council took the necessary legal steps to establish the K-96 Greenwich STAR Bond Project District, following a determination of eligibility by the Kansas Secretary of Commerce. On January 22, 2013, the City Council passed an ordinance approving the adoption of the Phase 1 STAR Bond Project Plan, which provided the details of a multi-use commercial development located within the K-96 Greenwich STAR Bond District, which is based on the development of a major multi-sport athletic complex called the Goodsports Fieldhouse. On June 3, 2013, the City received a letter from the Kansas Secretary of Commerce approving the STAR Bond Project Plan and authorizing the issuance of STAR Bonds in the amount necessary to fund net project costs totaling \$31,570,000.

On September 10, 2013, the City Council approved a development agreement with the K-96 Greenwich STAR Bond Developers, setting forth the rights, duties and obligations of the City and Developers with regard to the Phase I STAR Bond Project. The Developers now request the approval and issuance of the STAR Bonds.

**Analysis:** The details of the issuance of the STAR Bonds are more fully described below:

***Project Financing:*** STAR Bonds may be used to fund not-to-exceed \$31,570,000 in interchange improvements and other eligible costs. Private Debt and Equity financing will privately fund all land acquisition and private developments not funded by STAR Bonds, estimated to cost \$89,494,289.

STAR Bond Financing (in priority order):

• Interchange and Related Infrastructure Improvements	\$ 3,867,711
• Fieldhouse construction	\$ 5,500,000
• On-site Public Infrastructure	\$ 9,184,297
• Land Acquisition (STAR Bond Tract)	\$ 7,835,050
• Design Costs	\$ 1,000,000
• Contingency	\$ 1,197,942
• Water Sports Attraction	\$ 2,000,000
• Legal and Accounting	\$ 250,000
• Reimbursement of eligible Previous Expenses	\$ 735,000
Total Net STAR Bond Proceeds	\$31,570,000

**Interchange and Related Infrastructure Improvement Funding Sources:**

• STAR Bond proceeds	\$3,867,711
• G.O. Bond proceeds (CIP)	
○ Local Sales Tax	\$1,000,000
○ G.O. Bonds	\$1,000,000
○ Cabela's CID	\$1,500,000
• Special Assessment Bond proceeds	<u>\$2,132,289</u>
Total Interchange and Related Infrastructure Costs	\$9,500,000

***Issuance of STAR Bonds:*** The attached Bond Ordinance authorizes the issuance of the STAR Bonds in the amount not-to-exceed \$40,000,000 and the execution and delivery of a Bond Trust Indenture with Security Bank of Kansas City as Bond Trustee. It additionally authorizes the execution and delivery of a Tax Distribution Agreement among the City, the Bond Trustee and the State Department of Revenue pursuant to which incremental sales tax revenues will be distributed, a purchase contract with the purchaser of the STAR Bonds, and other documents and instruments necessary to accomplish the issuance and delivery of the STAR Bonds.

The \$40,000,000 not-to-exceed total principal amount of bonds will be used to fund not-to-exceed \$29,570,000 of project costs. The balance will fund costs of issuance, capitalized construction interest and needed reserves. The water sports attraction budgeted for STAR Bond funding in the amount of \$2,000,000 is being deferred at this time at the behest of the bond purchaser, who is unwilling to fund this element of the project until it is further along in planning and an operator has been secured.

The STAR Bonds will mature in 20 years, and will be subject to mandatory sinking fund redemption spread over a 15-year period and optional redemption at par after seven years. In addition, the STAR Bonds will be subject to a "super sinker" redemption provision that requires any excess STAR Bond revenue to be accumulated and used to redeem bonds, thus ensuring that the STAR Bonds will be retired in the shortest possible time. The purchaser of the STAR Bonds is ORIX USA, an international financial services firm based in Dallas, Texas. ORIX agrees to purchase the bonds at 98% of par. Final terms and conditions of the bonds are subject to approval by the Secretary of Commerce.

***Development Agreement Amendment:*** The STAR Bond Developer and ORIX propose to enter into a separate agreement which gives ORIX the option to purchase any undeveloped land remaining in the STAR Bond Tract in the event of certain adverse occurrences relating to the implementation of the STAR Bond Project and/or the generation of sales tax revenue within the STAR Bond District. This provision does not interfere with the City's "clawback" provision in the Development Agreement, which gives the City the option to purchase any undeveloped STAR Bond land at the end of five years. However, the parties request that the Development Agreement be amended to add 12 months to the term for the "clawback" provision in the event that ORIX exercises its option and takes ownership of the remaining land, in order to give ORIX additional time to arrange for its development.

**Financial Considerations:** The STAR Bonds will be issued as special obligation bonds, payable solely from incremental sales tax and other eligible revenue, and shall not be general obligation debt of the City of Wichita. Incremental state and local sales tax generated within the STAR Bond District will be captured by the Kansas Department of Revenue and forwarded periodically to the Bond Trustee. Under the terms of the STAR Bond approval by the Secretary of Commerce, the City is required to pay \$162,000 per year for debt service on the STAR bonds, subject to annual appropriations.

**Legal Considerations:** The Bond Ordinance and related bond documents, and the First Amendment to the Development Agreement and its authorizing Home Rule Ordinance, have been drafted by the City's bond counsel, the law firm of Gilmore & Bell, P.C. The City's Law Department has approved the documents as to form.

**Recommendations/Actions:** It is recommended that the City Council approve first reading the STAR Bond Ordinance authorizing the issuance of not-to-exceed \$40,000,000 in STAR Bonds for the K-96 Greenwich STAR Bond Project, and approve first reading of the Home Rule Ordinance authorizing the execution of the First Amendment to the Development Agreement.

**Attachments:** STAR Bond Ordinance  
Home Rule Ordinance  
First Amendment to the Development Agreement

(Published in *The Wichita Eagle* on November 22, 2013)

**ORDINANCE NO. 49-594**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF ITS SALES TAX SPECIAL OBLIGATION REVENUE BONDS (K-96 GREENWICH STAR BOND PROJECT) IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING CERTAIN COSTS RELATING TO THE PHASE I STAR BOND PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

**WHEREAS**, City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

**WHEREAS**, the Governing Body, by Resolution No. 12-006, adopted January 10, 2012, described a STAR bond district plan which identifies proposed STAR bond project areas and proposed buildings and facilities to be constructed or improved within the proposed K-96 Greenwich STAR Bond Project District (the “District Plan”); and

**WHEREAS**, by Ordinance No. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District; and

**WHEREAS**, the Governing Body, by Resolution No. 12-088, adopted May 1, 2012, set a public hearing on a proposal to amend the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex pursuant to the Act; and

**WHEREAS**, Resolution No. 12-088 was published on May 25, 2012 and a copy thereof was mailed on May 9, 2012, to the entities and persons required by the Act, and

**WHEREAS**, by Ordinance No. 49-281 passed June 12, 2012, and published June 15, 2012, the Governing Body amended the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex; and

**WHEREAS**, the Governing Body, by Resolution No. 12-259, adopted December 11, 2012, set a public hearing to consider adoption of a STAR bond project plan (the “Phase I STAR Bond Project Plan”) on January 15, 2013, at 9:15 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

**WHEREAS**, prior to the adoption of Resolution No. 12-259, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed Phase I STAR Bond Project Plan

and determined that the Phase I STAR Bond Project Plan is consistent with the intent of the comprehensive general plan for the development of the City; and

**WHEREAS**, the Phase I STAR Bond Project Plan and a map of the area to be developed were available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas, prior to the public hearing held on January 15, 2013, which plan included the feasibility study, market impact study, maps and boundary descriptions, descriptions of the public improvement projects, relocation assistance plan and other information pertinent to the Phase I STAR Bond Project described therein; and

**WHEREAS**, a copy of the Phase I STAR Bond Project Plan was delivered to Board of County Commissioners of Sedgwick County and the Boards of Education of Unified School District Nos. 259 and 375 in accordance with the provisions of the Act; and

**WHEREAS**, a public hearing was held on January 15, 2013, after duly published, delivered and mailed notice in accordance with the provisions of the Act; and

**WHEREAS**, by Ordinance No. 49-438 passed February 5, 2013 and published February 22, 2013, the Governing Body made certain findings required by the Act and adopted the Phase I STAR Bond Project Plan; and

**WHEREAS**, on June 3, 2013, the Secretary of the Kansas Department of Commerce (the "Secretary"): (a) determined that the K-96 Greenwich STAR Bond District constitutes a major commercial entertainment and tourism area and is therefore an "eligible area" under the STAR Bond Act, (b) approved and designated the Phase I STAR Bond Project as a "STAR bond project" within the meaning of the STAR Bond Act and (c) approved financing of certain costs of the Phase I STAR Bond Project Plan with STAR bond financing in the amount of \$31,570,000 (exclusive of financing costs); and

**WHEREAS**, the City is authorized under the Act to issue special obligation revenue bonds for the purpose of financing costs to implement the Phase I STAR Bond Project Plan; and

**WHEREAS**, the Governing Body hereby finds and determines that the financing of the Project (as defined in the hereinafter authorized Bond Indenture) by issuance of special obligation revenue bonds in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the City; and

**WHEREAS**, the Governing Body further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Authorization of the Bonds.** The City is hereby authorized to issue and sell its special obligation revenue bonds in the maximum aggregate principal amount of not to exceed \$40,000,000 (the "Bonds"), the proceeds of which will be used to: (a) finance a portion a portion of the costs of the Project; (b) fund debt service reserve funds; (c) fund capitalized interest on the Bonds during development and construction of the Project; and (d) pay costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture and shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts, shall

bear interest at a fixed rate which shall not exceed amounts set forth in K.S.A. 10-1009 and shall be subject to redemption on the dates and in the principal amounts as provided in the Bond Indenture, and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are approved by the Secretary, all as set forth in the Bond Indenture. Pursuant to the Act, the provisions of the Bond Indenture referenced above are being expressly authorized by this ordinance and incorporated herein by reference.

The Bonds, together with interest thereon, are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the City, the State of Kansas or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Kansas or any political subdivision thereof to levy any form of taxation therefor. Nothing in the Bonds, the Bond Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State of Kansas or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 2. Authorization and Approval of Documents.** The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the "City Documents") with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's ratification or approval thereof:

- (a) Bond Trust Indenture dated as of the date stated therein (the "Bond Indenture") between the City and Security Bank of Kansas City, as trustee (the "Trustee").
- (b) STAR Bond District Tax Distribution Agreement dated as of the date stated therein among the City, the Trustee and the Treasurer of the State of Kansas.
- (c) Tax Compliance Agreement dated as of the date stated therein between the City and the Trustee, relating to the Bonds.

**Section 3. Execution of Bonds and Documents.** The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, and the City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the City Documents and such other documents, certificates and instruments as may be necessary.

**Section 4. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, deeds, agreements, certificates and instruments as may be necessary or desirable to



carry out and comply with the intent of this Ordinance and the transactions contemplated therein and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of any funds held under the Bond Indenture. Springsted Incorporated, the City's financial advisor, and Gilmore & Bell, P.C., the City's bond counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the intent of this Ordinance.

**Section 5. Effective Date.** This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

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**PASSED** by the Governing Body on November 19, 2013.

---

Carl Brewer, Mayor

(Seal)

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary Rebenstorf, City Attorney

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### **CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-594 (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on November 19, 2013, that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; that it was published in the official newspaper of the City on November 22, 2013; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: November 22, 2013.

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Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on November 22, 2013)

**ORDINANCE NO. 49-605**

**A HOME RULE ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT OF DEVELOPMENT AGREEMENT RELATING TO THE K-96 GREENWICH STAR BOND PROJECT DISTRICT AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID AGREEMENT.**

**WHEREAS**, City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas (the “State”) as a city of the first class; and

**WHEREAS**, the City Council of the City (the “Governing Body”), by Resolution No. 12-006, adopted January 10, 2012, described a STAR bond district plan which identifies proposed STAR bond project areas and proposed buildings and facilities to be constructed or improved within the proposed K-96 Greenwich STAR Bond District (the “District Plan”); and

**WHEREAS**, by Ordinance No. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District (the “District”); and

**WHEREAS**, by Ordinance No. 49-281 passed June 12, 2012, and published June 15, 2012, the Governing Body amended the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex; and

**WHEREAS**, by Ordinance No. 49-438 passed February 5, 2013 and published February 22, 2013, the Governing Body made certain findings required by the Act and adopted the Phase I STAR Bond Project Plan (the “Project Plan”); and

**WHEREAS**, Wichita Sedgwick County Metropolitan Area Planning Commission determined that the Project Plan is consistent with the intent of the comprehensive general plan for the development of the City; and

**WHEREAS**, on June 3, 2013, the Secretary of the Kansas Department of Commerce (the “Secretary”): (a) determined that the District constitutes a major commercial entertainment and tourism area and is therefore an “eligible area” under the STAR Bond Act, (b) approved and designated the Phase I STAR Bond Project as a “STAR bond project” within the meaning of the STAR Bond Act and (c) approved financing of certain costs of the Project Plan with STAR bond financing in the amount of \$31,570,000 (exclusive of financing costs); and

**WHEREAS**, the City is authorized under the Act to issue special obligation revenue bonds for the purpose of financing costs to implement the Project Plan (the “Bonds”); and

**WHEREAS**, Article 12, § 5 of the Constitution of the State (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

**WHEREAS**, the City is a city within the meaning of the Home Rule Amendment; and

**WHEREAS**, there is no enactment of the State legislature which prohibits a city from entering into agreements relating to economic development activities; and

**WHEREAS**, pursuant to the Home Rule Amendment and Ordinance No. 49-572, passed September 10, 2013 and published September 13, 2013, the Governing Body determined that it advisable and necessary, in order to implement the Project Plan, to enter into a Development Agreement, dated September 13, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (the "Development Agreement"); and

**WHEREAS**, in order to facilitate the issuance and sale of the Bonds, the Governing Body hereby finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize by home rule ordinance the execution of a First Amendment to Development Agreement, dated November 22, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (the "First Amendment") and to take certain actions and execute certain other documents as therein provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Approval of First Amendment.** The First Amendment is hereby approved in substantially the form presented to the Governing Body at this meeting, a copy of which shall be filed in the records of the City Clerk.

**Section 2. Execution of First Amendment and Other Documents.** The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the First Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, with such changes therein as shall be approved by the City Attorney and the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's ratification or approval thereof. The City Clerk or any Deputy City Clerk is hereby authorized to attest to the signature of the Mayor or Vice Mayor the City and affix the seal of the City to said documents.

**Section 3. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, deeds, agreements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the transactions contemplated therein and to carry out, comply with and perform the duties of the City with respect to the Development Agreement, as amended by the First Amendment, and related documents. Springsted Incorporated, the City's financial advisor, and Gilmore & Bell, P.C., the City's bond counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the intent of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

**PASSED** by the City Council of the City of Wichita, Kansas, on November 19, 2013.

---

Carl Brewer, Mayor

(Seal)

ATTEST:

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Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Gary Rebenstorf, City Attorney

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### **CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-605 (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on November 19, 2013, that the record of the vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; that it was published in the official newspaper of the City November 22, 2013; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: November 22, 2013.

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Karen Sublett, City Clerk

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT**

**DATED NOVEMBER \_\_, 2013**

**AMONG**

**CITY OF WICHITA, KANSAS,**

**WICHITA DESTINATION DEVELOPERS, INC.,**

**GOODSPORTS VILLAGE WICHITA, LLC**

**AND**

**GOODSPORTS COMMUNITIES, INC.**

**RELATING TO THE PHASE I STAR BOND PROJECT PLAN**

**FOR THE**

**K-96 AND GREENWICH STAR BOND DISTRICT**

**AND THE**

**K-96 STAR BOND CID DISTRICT**

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## **FIRST AMENMENT OF DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT** (this “**First Amendment**”), is made and entered into this \_\_\_\_\_ day of November, 2013 among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”); **WICHITA DESTINATION DEVELOPERS, INC.**, a Kansas corporation (the “**Developer**”); **GOODSPORTS VILLAGE WICHITA, LLC**, a Delaware Series limited liability company (the “**Fieldhouse Developer**”); and **GOODSPORTS COMMUNITIES, INC.**, a Florida corporation (“**GoodSports Communities**”), with the “Developer,” the “Fieldhouse Developer,” “GoodSports Communities” and the “City” collectively referred to as the “**Parties**” and each a “**Party**”).

### **RECITALS**

A. The Parties have entered into a Development Agreement dated September 13, 2013 (the “Original Development Agreement” and with all amendments thereto the “Agreement”) in connection a STAR bond district created by the City pursuant to K.S.A. § 12-17,160 *et seq.*, as amended, known as the K-96 Greenwich STAR Bond District (the “**District**”), which comprises over 400 acres of property located within the City.

B. The Parties now desire to enter into this First Amendment to amend the Original Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 101. Definitions of Words and Terms.** For all purposes of this First Amendment, except as otherwise provided or unless the context otherwise requires, the words and terms used in this First Amendment shall have the meanings set forth in **Section 1.01** of the Original Development Agreement. The following defintions are hereby incorporated into the Agreement:

“**Orix**” means Orix Public Finance, LLC, and its successors and assigns.

“**Triggering Agreement**” means that certain agreement between Developer and Orix Public Finance, LLC, dated as of the date set forth therein.

### **ARTICLE II**

#### **AMENDMENT OF ORGINAL DEVEPLOPMENT AGREEMENT**

**Section 201. Amendment to Section 3.01(E) of the Original Development Agreement.** Section 3.01(E) of the Original Development Agreement is amended in its entirety to read as follows:

E. City's Option to Purchase Certain Tracts.

1. If no Vertical Development (as defined below) has occurred on any Developable Lot (as defined below) within the STAR Bond Tract within five (5) years of the date of execution of this Agreement, subject to circumstances as set forth in **Section 10.07(1)**, City may purchase such Developable Lot for the nominal consideration of \$1 and with no encumbrances or mortgages in place on such Developable Lot, except for such encumbrances which are reasonable and proper for the purposes of a multi-phased lot development, including but not limited to all reasonable easements and restrictive covenants.

2. City's Option to Purchase shall be specific to each individual Developable Lot, meaning that City may exercise its Option to Purchase only with regard to any individual Developable Lot upon which Vertical Development has failed to commence within the defined five (5) year period, subject to circumstances as set forth in **Section 10.07(1)**, but may not exercise its Option to Purchase with regard to any Developable Lot upon which Vertical Development has commenced within the applicable five (5) year period.

3. City's Option to Purchase shall be evidenced by an option to purchase executed between the City and Developer at the closing of the STAR Bond Tract, which shall be recorded simultaneously with the closing against the STAR Bond Tract.

4. City shall release its Option to Purchase attached to any Developable Lot upon occurrence of the following conditions: (i) approved plans and specifications by the City for such Developable Lot, (ii) written evidence provided to the City of financing to construct the building(s) on such Developable Lot, (iii) tenant approval by City pursuant to the provisions of **Section 6.01** of this Agreement; (iv) written evidence provided to City of the reversionary interest in any such Developable Lot, which shall vest fee title in the Developer in the event Vertical Development has not occurred on such Developable Lot as defined by this Agreement within the defined (5) year period, subject to circumstances as set forth in **Section 10.07(1)** and thereafter shall vest title in the City.

**"Developable Lot"** for purposes of this section means each developable and platted lot within the STAR Bond Tract, but shall not include any tracts, lots, or reserves used for drainage, detention, or other quasi-public common area infrastructure purposes.

**"Vertical Development"** for purposes of this section shall be defined for each Developable Lot as (i) approved plans and specifications by the City for such Developable Lot, (ii) issuance of a building permit by the City for such Developable Lot, (iii) written evidence provided to the City of financing to construct the building(s) on such Developable Lot, and (iv) construction of footings and foundation and all necessary site utilities on such Developable Lot.

5. In the event Orix becomes the owner of a portion of the Project pursuant to the Triggering Agreement and provides written notice of such event to the City, the City agrees to extend the five (5) year period in this **Section 3.01(E)** by an additional 12 months.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

**Section 301. Applicability of the Original Development and First Amendment.** Except as otherwise provided in this First Amendment, the provisions of the Original Development

Agreement, as heretofore amended and supplemented, are hereby ratified, approved and confirmed and incorporated herein.

**Section 302. Severability.** If any provision in this First Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 303. Execution in Counterparts.** This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 304. Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Kansas.

[Signatures Pages Follow]



**DEVELOPER:**

**WICHITA DESTINATION DEVELOPERS, INC.,  
a Kansas corporation**

By: \_\_\_\_\_  
Michael J. Boyd, President

STATE OF KANSAS                     )  
  ) ss.  
COUNTY OF SEDGWICK            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Michael J. Boyd, to me personally known, who being by me duly sworn did say that he is the President of Wichita Destination Developers, Inc., and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**FIELDHOUSE DEVELOPER:**

**GOODSPORTS VILLAGE WICHITA, LLC**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
Jerald J. Good, Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Jerald J. Good, to me personally known, who being by me duly sworn did say that he is the Manager of Goodsports Village Wichita, LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**GOODSPORTS COMMUNITIES, INC.,  
a Florida corporation**

By: \_\_\_\_\_  
Jerald J. Good, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Jerald J. Good, to me personally known, who being by me duly sworn did say that he is the President of Goodsports Communities, Inc., a Florida corporation, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Taxable Industrial Revenue Bonds  
(Spirit AeroSystems, Inc.) (District III)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendations:** Close the public hearing and place the bond ordinance on first reading.

**Background:** On May 17, 2005, the City Council approved a five-year letter of intent for the issuance of up to \$1,000,000,000 in Industrial Revenue Bonds to finance facilities for the benefit of Mid-Western Aircraft Systems, Inc. (now Spirit AeroSystems, Inc. "Spirit"), at 3801 S. Oliver in southeast Wichita. The City Council also approved a ten-year tax abatement on all bond financed property and authorized City staff to apply for sales tax exemption on the acquisition of the financed assets, all subject to the incentive recapture provisions of the City's current public incentives policy. On May 4, 2010, the City Council approved extension of the remaining amount of the letter of intent, approximately \$620,500,000. Spirit now requests the issuance of an additional series of bonds in the aggregate principal amount of \$49,000,000.

**Analysis:** Bond proceeds will be used to finance the on-going modernization and expansion of commercial aircraft manufacturing facilities Spirit acquired from The Boeing Company in June of 2005. On-going modernization and expansion of the facilities will enable Spirit AeroSystems, Inc. to continue existing commercial aircraft part production programs and services, to take advantage of new technology and to compete for new aircraft part manufacturing business. Spirit is continuing to manufacture major parts systems for a variety of Boeing jetliners, including the Boeing 787. In addition, Spirit has expanded its operations and customer base by winning work for other makers of commercial aircraft, as well as corporate and military aircraft. Some 2013 upgrades include the installation of new air handling units, chillers, cranes, docks, doors, a new fabric structure building and a new fire pump house in addition to other modifications.

Spirit AeroSystems, Inc. intends to purchase the bonds itself, through direct placement, and the bonds will not be reoffered for sale to the public. Kutak Rock LLP of Omaha, Nebraska, engaged by Spirit, will serve as Bond Counsel in the transaction. Spirit has agreed to comply with all conditions of the letter of intent.

**Financial Considerations:** Spirit agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The bond-financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the conditions of the City's public incentives policy. The ten year tax exemption on bond financed property begins the first year following the issuance of the bonds that financed the property.

Under the City of Wichita/Sedgwick County Economic Development Incentives Policy, Spirit qualifies for a 100% property tax abatement for an initial five year period on all bond-financed real property, plus a second five years subject to City Council approval.

Wichita State University Center for Economic Development and Business Research performed a cost-benefit analysis using the Derby school district. The resulting benefit-cost ratios are:

City of Wichita	1.98 to one
General Fund	1.78 to one
Debt Service	2.34 to one
Sedgwick County	1.54 to one
U.S.D. 260	1.00 to one
State of Kansas	28.23 to one

**Legal Considerations:** The City's Law Department has reviewed and approved the Ordinance as to form. The form of the final documents shall be subject to review and approval by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and approve the first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds for Spirit AeroSystems, Inc. in an amount not-to-exceed \$49,000,000.

**Attachment:** Bond Ordinance

**ORDINANCE NO. 49-595**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SPIRIT AEROSYSTEMS, INC. AND THE CITY OF WICHITA, KANSAS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INDENTURE OF TRUST BETWEEN SAID CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.; PLEDGING CERTAIN PAYMENTS UNDER SAID LEASE AGREEMENT AND MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE TERMS OF SAID INDENTURE OF TRUST; AUTHORIZING AND DIRECTING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS SERIES \_\_\_\_, 2013 (SPIRIT AEROSYSTEMS, INC. PROJECT) OF SAID CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$49,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT OF CERTAIN INDUSTRIAL AND MANUFACTURING FACILITIES OF SPIRIT AEROSYSTEMS, INC., A DELAWARE CORPORATION, IN SEDGWICK COUNTY, KANSAS; DESIGNATING THE TRUSTEE AND THE PAYING AGENT FOR SAID BONDS; AUTHORIZING THE SALE OF SAID BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT THEREFOR; APPROVING AND AUTHORIZING THE EXECUTION OF AN ADMINISTRATIVE SERVICE FEE AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN RELATED INSTRUMENTS;**

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote and stimulate general economic welfare and prosperity and provide greater employment opportunities within the City and its environs and thereby to further promote, stimulate and develop the economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 et seq., as amended, said City is authorized to issue industrial revenue bonds of said City, and it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that industrial revenue bonds be issued for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of Spirit AeroSystems, Inc., a Delaware corporation (the "Company"), located within the environs of the City in Sedgwick County, Kansas, which facilities include the Project as defined in the Lease Agreement and the Indenture of Trust herein referred to approved and authorized; and

WHEREAS, the Company will acquire a leasehold interest in the Project from the City pursuant to said Lease Agreement; and

WHEREAS, by Letter of Intent dated May 17, 2005, as extended on May 4, 2010, the City has authorized the undertaking of an industrial revenue bond financing for the Project; and

WHEREAS, it is hereby found and determined that the purpose of said Letter of Intent, as so extended (the “Letter of Intent”), is to extend until May 17, 2015 the term specified in each Section 12.11(e) of those certain Lease Agreements dated as of December 1, 2005, December 1, 2006, December 1, 2008 and December 1, 2009 between the City and the Company and to be specified in those lease agreements entered into on or after May 4, 2010 by the City and the Company; and

WHEREAS, said Indenture of Trust and this Ordinance provide for the authorization and issuance of a series of such bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**Section 1. Enabling Declaration.** The City Council, as governing body of the City of Wichita, Kansas, has determined and hereby declares that the Project, if in being, would promote the welfare of the City.

**Section 2. Application of Letter of Intent Extension to Lease Agreements; Approval and Authorization of Lease Agreement.** The City does hereby approve and confirm that the term of the Letter of Intent specified in each Section 12.11(e) of those certain Lease Agreements dated as of December 1, 2005, December 1, 2006, December 1, 2008 and December 1, 2009 and between the City and the Company, and specified or to be specified in those lease agreements, including the Lease Agreements dated as of December 1, 2011 and December 1, 2012 and the Lease Agreement to be dated as of December 1, 2013, between the City, as lessor, and the Company, as lessee (the “Lease”), entered into by the City and the Company on or after May 4, 2010 shall extend until May 17, 2015. The Lease be and the same is in all respects hereby approved, authorized and confirmed, and Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Lease for and on behalf of the City.

**Section 3. Approval and Authorization of Indenture of Trust, Designation of Trustee and Paying Agent.** The Indenture of Trust, to be dated as of December 1, 2013 (the “Indenture”), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), be and the same is in all respects hereby approved, authorized and confirmed, and said Trustee is hereby designated to act as such thereunder, and the Trustee is hereby designated to act as Paying Agent for the not to exceed \$49,000,000 principal amount of City of Wichita, Kansas Industrial Revenue Bonds Series \_\_\_\_, 2013 (Spirit AeroSystems, Inc. Project), authorized by this Ordinance and the Indenture and Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Indenture for and on behalf of said City. As provided in the Indenture, the City assigns and pledges to the Trustee certain payments under the Lease and moneys and securities held by the Trustee under the terms of the Indenture as security for such Bonds.

**Section 4. Approval, Authorization and Issuance of Bonds.** There is hereby created and established an issue of bonds of the City to be known and designated as “City of Wichita, Kansas Industrial Revenue Bonds Series \_\_\_\_, 2013 (Spirit AeroSystems, Inc. Project)” (the “Bonds”), which shall consist of not to exceed \$49,000,000 principal amount of Bonds, to be dated as of their date of first authentication and delivery, to mature on January 1, 2024, to bear interest at the rate of \_\_\_\_% per annum, payable semiannually on January 1 and July 1 in each year, commencing July 1, 2014, and to be subject to redemption at the principal amount thereof plus accrued interest thereon to the redemption date as further provided in the Indenture and shall be in principal amount, form and content and include such other details as specified herein and in the Indenture. The issuance of the Bonds is in all respects hereby approved, authorized and confirmed, and Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk are authorized and directed to execute and seal the Bonds pursuant to the Indenture, and the Trustee is hereby authorized and directed to authenticate the Bonds, to deliver the same to the purchaser designated in the Bond Purchase Agreement hereinafter referred to for and on behalf of the City upon receipt of the purchase price therefor and to deposit the proceeds thereof with itself as trustee, in the manner provided for by this Ordinance and the Indenture. The Bonds, together with the interest thereon, are not general obligations of the City, but are special obligations payable (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to the income from the temporary investment thereof) solely from the lease payments under the Lease, and the Bond Fund and other moneys held by the Trustee, as provided in the Indenture. Neither the credit nor the taxing power of the State of Kansas or of any political subdivision of such State is pledged to the payment of the principal of the Bonds and premium, if any, and interest thereon or other costs incident thereto.

**Section 5. Authorization of the Sale of the Bonds.** The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement, at a purchase price of 100% of the principal amount thereof plus accrued interest from the date of authentication to the date of delivery of and payment for the Bonds, is hereby approved, authorized and confirmed. Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, is hereby authorized and directed to execute the Bond Purchase Agreement, dated as of December 1, 2013, covering the sale of the Bonds.

**Section 6. Approval and Authorization of Administrative Service Fee Agreement.** The Administrative Service Fee Agreement, to be dated as of December 1, 2013, between the City and the Company, (the “Fee Agreement”), be and the same is in all respects hereby approved, authorized and confirmed, and Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute and deliver the Fee Agreement, for and on behalf of the City.

**Section 7. Authority To Correct Errors, Etc.** Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk and Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

**Section 8. Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. It shall not be necessary for the Lease, the Indenture, the Fee Agreement or the Bond Purchase Agreement to be published in the official City paper, but all such documents shall be on file in the office of the City Clerk and shall be available for inspection by any interested party.

**Section 9. Further Authority.** Pete Meitzner (or in his absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk, Deputy City Clerk, City Treasurer, City Attorney and other City officials are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

**Section 10. Effective Date.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

PASSED by the City Council this 19<sup>th</sup> day of November, 2013.

Signed by the \_\_\_\_\_.

\_\_\_\_\_  
Pete Meitzner  
Vice Mayor

Attest:

\_\_\_\_\_  
City Clerk

[SEAL]

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance Industrial Revenue Bonds  
(Wesley Medical Center, LLC) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On April 16, 2013, the Wichita City Council approved a four year Letter of Intent to issue Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$35,500,000 for the purpose of financing the cost of remodeling and equipping a portion of the Wesley Medical Center facility located at 550 N. Hillside, near Central and Hillside. In addition, the City Council approved an 87% five-year tax exemption on bond-financed property, plus a second five-year exemption subject to City Council review and approval. Wesley is requesting the issuance of IRBs in the amount not-to-exceed \$35,500,000.

**Analysis:** Wesley Medical Center (“Wesley”) was founded in 1912 by a regional organization of the Methodist Church. Wesley has been owned by the Hospital Corporation of America (“HCA”) since 1985. Wesley employs more than 3,000 medical staff, including 900 physicians. The facility provides a full range of diagnostic and treatment services for patients. Over 25,000 adults and children are treated as in-patients and more than 6,000 babies are born each year at Wesley. A recent analysis provided by Wesley shows that over 70% of the hospital’s revenue is derived from patients residing outside Sedgwick County.

Wesley is renovating its women and children’s services as follows: The Women’s Hospital (Building 3) is receiving an upgrade to its emergency power systems, medical air, O<sub>2</sub>, vacuum systems, infant protection system, HVAC systems, plumbing, fire suppression systems, fire alarm systems, nurse call, code blue systems and ADA accessibility. In addition, recognizing that many Women’s Hospital patients stay for multiple weeks, the hospital is creating new exterior patios on floors three, four and five. Currently vacant space is being renovated for eight private higher acuity post-partum rooms and an eight-bay well baby holding nursery. Isolation rooms are being added to each floor of Building 3. Wesley plans to hire 45 new employees over three years at an average annual salary of \$55,000.

The proceeds of the bond issue will be used entirely to finance building renovation costs over a four year period. An analysis of the uses of funds for the full project is:

**USES OF FUNDS**

	<u>Low Estimate</u>	<u>High Estimate</u>
Building Renovation	\$23,000,000	\$26,000,000
Information Technology	\$1,500,000	\$3,000,000
Medical Equipment	\$5,500,000	\$6,500,000
Total Cost of Project	\$30,000,000	\$35,500,000

The full not-to-exceed \$35,500,000 IRB financing will be structured as one up-front bond issue with UMB Bank serving as bond trustee. Wesley Medical Center, LLC will purchase the bonds in annual installments spread over four years, by December 15 of each year, based on amounts needed to fund each year's actual project costs. Wesley will then draw down funds annually for the amount of expenses incurred for the project in that year. The Mayor will sign a Certificate of Issuance as each draw is funded and the bond financed property will be identified to the Kansas Court of Tax Appeals for tax abatement purposes. The amount of the first year's draw will be \$4,500,000.

**Financial Considerations:** Wesley agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. It is anticipated that the bonds will be purchased by.

The cost/benefit analysis performed by the WSU Center for Economic Development and Business Research reflects the following ratios of benefits-to-costs:

City of Wichita	1.49 to one
City General Fund	1.30 to one
City Debt Service Fund	1.80 to one
Sedgwick County	1.33 to one
U.S.D. No. 259	1.26 to one
State of Kansas	3.50 to one

City staff and Wesley have negotiated the terms of a property tax abatement designed to abate the taxes only on real property improvements actually financed through a bond issue. Under this arrangement, all bond-financed improvements will be subject to 87% abatement for a five-year initial term, plus a second five years subject to Council review and approval at the end of the initial five years following each annual drawdown.

The abated taxes on Wesley's expansion, based upon the estimated first year's draw, could be as much as \$118,039 on real property improvements, based on the 2012 mill levy and an 87% abatement. The tax abatement would be shared among the taxing entities as follows: City - \$31,781; County/State - \$30,289; and USD 259 - \$59,969. This estimate assumes that 100% of the \$4,500,000 cost of improvements to the hospital space will be reflected in an increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process.

**Legal Considerations:** The law firm of Gilmore & Bell, PC will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$35,500,000 to Wesley Medical Center, LLC, and authorize the necessary signatures.

**Attachments:** Bond Ordinance



(Published in *The Wichita Eagle*, November 22, 2013)

**ORDINANCE NO. 49-596**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES [NO], 2013 (WESLEY MEDICAL CENTER), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$35,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING IMPROVEMENTS TO AN EXISTING HOSPITAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for the promotion and advancement of physical and mental health, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such; and

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series [NO], 2013, in the aggregate principal amount of not to exceed \$35,500,000 (the “Series 2013 Bonds”), for the purpose of providing funds to be used (i) to acquire, construct, renovate, improve, equip, furnish, repair, enlarge and remodel existing hospital facilities (the “Project” and, together with certain other property described in the Indenture herein authorized, the “Facility”), and (ii) to pay costs related to the issuance of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture herein authorized, including revenues from the lease of the Facility to Wesley Medical Center, LLC, a Delaware limited liability company (the “Tenant”); and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2013 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Trust Indenture (the “Indenture”) with UMB Bank, n.a., Kansas City, Missouri, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Series 2013 Bonds;
- (ii) a Lease Agreement (the “Lease”) with the Tenant in consideration of payments of Basic Rent payments (as defined in the Indenture) and other payments provided for therein;
- (iii) a Bond Purchase Agreement between the Issuer and Wesley Medical Center, LLC, as purchaser of the Series 2013 Bonds; and
- (iv) a Tax Abatement Agreement with the Tenant.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Authority to Cause the Project to be Constructed and Acquired.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture and the Lease.

**Section 2. Authorization of and Security for the Series 2013 Bonds.** The Issuer is hereby authorized and directed to issue the Series 2013 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series [NO], 2013 (Wesley Medical Center),” in the aggregate principal amount of not to exceed \$35,500,000. The Series 2013 Bonds shall be dated and bear interest, shall be in such aggregate principal amount, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2013 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the lease of the Facility. The Series 2013 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 3. Lease of the Facility.** The Issuer shall cause the Facility to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 4. Execution of Series 2013 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Series 2013 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2013 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

**Section 5. Pledge of the Project and Net Revenues.** The Issuer hereby pledges the Facility and the net revenues generated under the Lease to the payment of the Series 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2013 Bonds shall be deemed to have been paid within the meaning of the Indenture.

**Section 6. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2013 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[Remainder of page intentionally left blank]

**PASSED** by the Governing Body of the City of Wichita, Kansas, on November 19, 2013.

CITY OF WICHITA, KANSAS

(Seal)

By \_\_\_\_\_  
Carl Brewer, Mayor

Attest:

By \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

By \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** H2O (Help to Others) Care Fund Program; Contract with Center of Hope

**INITIATED BY:** Housing and Community Services

**AGENDA:** New Business

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**Recommendation:** Approve the H2O (Help to Others) Care Fund program and a contract with the Center of Hope to administer the program.

**Background:** In 1993, the City of Wichita implemented a program to assist low income water customers with payment of delinquent bills to avoid service disconnections. That program remained in place until 1999 and disbursed approximately \$10,000 annually to assist delinquent accounts. The program was funded through the generous donations of other City water customers who agreed to help their neighbors in need.

**Analysis:** Due in large part to the current economic climate, the Public Works and Utilities Department reports an unprecedented number of water customers with delinquent bills where service disconnections are pending. As of October 7, 2013, 4,042 accounts were facing service disruption.

City staff has therefore prepared a water assistance program similar to that which ended in 1999, at the suggestion of Council Member Williams. The H2O Care Fund program is designed to assist customers who meet income criteria which is 125% of the Federal poverty level adjusted for family size. There are no age restrictions or requirements. Following is a 2013 income chart which reflects eligible incomes for this program:

Family Size	Annual Income
1	\$14,363
2	\$19,388
3	\$24,413
4	\$29,438
5	\$34,463
6	\$39,488
7	\$44,513
8	\$49,538

The program will provide **one-time** assistance to customers according to the following tiered formula:  
**Level 1:** Provide one-time assistance of \$100 to persons owing more than \$150 ~~if they have a plan to catch up and maintain service.~~ **as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.**

**Level 2:** Provide one-time assistance **up to \$100** of the entire delinquent amount ~~or~~ for those whose delinquency is less than \$150 **as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.**

*Level 3:* Provide one-time assistance upon request of persons who can demonstrate a temporary hardship, to prevent the account from becoming delinquent, **and as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.**

The Center of Hope has agreed to administer the H2O Care Fund program on behalf of the City of Wichita. The proposed contract is non-financial in that the City will not pay the Center of Hope an administrative fee for its services. The Center of Hope is a non-profit organization which provides financial assistance with rent and utilities for persons in need and was identified as a sole source for administration of the H2O Care Fund program. The City of Wichita has contracted with the Center of Hope for Federally-funded homeless assistance programs and it has proven to be a responsible administrator of public funds.

Customers will be able to make donations to the program in several ways: 1) they can agree to add a specific amount to their water bill payments; 2) they can agree to "round up" their payment to the closest dollar; and 3) they can make donations directly to the Center of Hope, designating the donation for the H2O Care Fund program. If options one or two are selected, the customer's election will remain in place until they contact the Public Works and Utilities Department to make changes. Donations may be tax deductible.

**Financial Considerations:** Program assistance will be paid with funds donated by water customers. Program startup costs are paid by the Public Works and Utilities Department and the City Manager's Office (Communications Team) budget is funding development of marketing materials.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the H2O (Help to Others) Care Fund program and a contract with the Center of Hope to administer the program.

**Attachments:**

H2O Care Fund Program Description  
Center of Hope contract

**Revised: November 1, 2013**

**CONTRACT AGREEMENT**

**between**

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**and**

**CENTER OF HOPE, INC.**

**For**

**H2O (HELP TO OTHERS) CARE FUND  
FOR WATER BILL ASSISTANCE**

**Funded through**

**Donations Made by City of Wichita Water Customers**

**November 5, 2013 – September 30, 2014**

Housing and Community Services Department  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3724  
Fax (316) 337-9103

**PART A**  
**AGREEMENT**

**THIS CONTRACT** (hereinafter the “Agreement”) entered into this \_\_\_\_ day of November, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and Center of Hope, Inc., (hereinafter the “Contractor”), located at 400 N. Emporia, Wichita, Kansas.

**WITNESSETH THAT:**

**WHEREAS**, the City of Wichita has established a program to assist persons meeting eligibility requirements with payment of delinquent water bills; and

**WHEREAS**, the City has determined that applicant eligibility will be based on household income or circumstances surrounding the current ability to pay; and

**WHEREAS**, the Center of Hope provides emergency assistance to persons who have financial needs for basic services; and

**WHEREAS**, on November 5, 2013 the Wichita City Council approved the H2O Care Fund program and authorized expenditures of current and prior customer donations for this program; and

**WHEREAS**, Center of Hope, Inc. was determined to meet sole source standards for administering the H2O Care Fund program;

**NOW, THEREFORE**, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:



## DEFINITION OF ELIGIBILITY

For the purpose of this Contract Agreement, persons eligible to receive assistance from the H2O Care Fund participants must have income which is no more than 125% of the federal poverty level adjusted for family size. There are no age restrictions or requirements. The H2O Care Fund program assistance will be limited to one time for the lifetime of the client and will be provided at one of the following three levels:

Level 1: Provide one-time assistance of \$100 to persons owing more than \$150 as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.

Level 2: Provide one-time assistance of the entire delinquent amount of those whose delinquency is less than \$150 as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.

Level 3: Provide one-time assistance up to \$100 upon request of persons who can demonstrate a temporary hardship, to prevent the account from becoming delinquent and as based on review of the applicant's budget with recommendations to move the applicant toward self-sufficiency.

### 1. SCOPE OF SERVICES

1. Scope of Services: Center of Hope, Inc. will provide assistance for persons meeting the eligibility criteria to avoid termination of water service. Services will be provided from the Contractor's office located at 400 N. Emporia and will follow the normal application process which includes scheduling an appointment, meeting with a worker, determination of eligibility, determination of need, and processing of the payment. The City will reimburse the Contractor upon submission of documentation to reflect compliance with program guidelines.
2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in Attachment B when necessary. The Contractor may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under a revised budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

### 2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Contractor are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure compliance with program guidelines.
2. Contract Completion Date: The contract will not have an end date but will be open-ended subject to review and/or revision of contract terms and conditions to occur annually (at a minimum). The contract may be terminated at any time according to the provisions in Section 12.

### **3. COMPENSATION AND USE OF FUNDS**

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
  - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
  - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
  - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: The source of funding for this program is customer donations and the maximum available cannot be determined in advance. However the program will begin with a total amount of \$31,541.14. At the sole discretion of the City, any funds remaining unexpended upon termination of this Agreement may be de-obligated from this Agreement and made available for a similar program if the Contractor can no longer administer the program.

The City will advise the Contractor of the amount of funds available for the program on a weekly basis to ensure that commitments do not exceed donations.

3. Required Matching Funds: This Agreement does not require that the Contractor provide a cash or in-kind match.
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for purposes outlined herein, for payments made on behalf of eligible persons' delinquent or near-delinquent water bills. This Agreement includes two documents which are required to be submitted for reimbursement: Attachment C is a Cost Control/Invoice form and Attachment D is the Customer Information Sheet. In addition to these forms, the Contractor must provide copy(ies) of signed check(s) with which the payment(s). Reimbursement requests may be submitted as often as weekly but at least monthly.
5. Restriction on Disbursements: No funds shall be disbursed to the Contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.
6. Withholding Payments: All payments to the Contractor are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
7. Closeout Reimbursement: Closeout billings are to be submitted no later than 30 days following the termination of the Agreement. If not submitted, the unexpended funds shall revert to the City of Wichita.

### **4. USE AND DISPOSITION OF PROPERTY**

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Contractor's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

### **5. ASSIGNMENTS**

1. Assignability: Neither the City nor the Contractor shall assign, sublet, or transfer their interest in this Agreement.

## **6. AUDITS AND INSPECTIONS**

1. Audits and Inspections: The Contractor must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Contractor personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records.

The Contractor shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations.

All audit reports are due on or before one year after the first 12 months of program operation. Before the due date, the Contractor should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Contractor to approve or disapprove the request.

## **7. CONTRACTOR RESPONSIBILITIES**

1. The Center of Hope staff will receive and process applications from persons in need of assistance to pay their water bill. Payments and eligibility criteria are described on page 2 of this document.
2. The Center of Hope will accept applications from persons who apply for water bill assistance solely or who are receiving other forms of assistance from the Center of Hope and who need water bill assistance as well.
3. The Center of Hope will make payments on behalf of approved applicants, and will be reimbursed by the City following submission of a reimbursement request and documentation.
4. The Center of Hope will assume these responsibilities with no administrative fee provided by the City.
5. The City and the Center of Hope agree to revisit the need for administrative fees if the program grows beyond the current capacity of Center of Hope staff to administer without a fee.

Non-Municipal Personnel and Services: All services required herein will be performed by the Contractor under the direction of its Board of Directors or other governing body.

## **8. CITY RESPONSIBILITIES**

1. The City will solicit customer donations through water bill inserts and other means. Donors will have the option of making tax-deductible donations in conjunction with their water bill payments or sending donations directly to the Center of Hope.
2. The City will promote the program to customers in need, based on the criteria described herein.
3. Persons whose accounts are delinquent when the program starts and who meet the criteria, would be eligible for assistance, in addition to customers who find themselves unable to pay their bill after the program begins. The City will make both groups aware of the program.
4. The City will reimburse the Center of Hope for payments made on behalf of eligible clients on a monthly basis – or other regular basis agreed upon by both parties.
5. The City will designate a staff person as the point of contact for this agreement.

## **9. DOCUMENTATION AND RECORD KEEPING**

1. Establishment and Maintenance of Records: The Contractor shall establish and maintain records as prescribed below, at a minimum:
  - a. Number of households assisted
  - b. Demographics of households assisted
  - c. Documentation of household eligibility for assistance;
2. Client Data: The Contractor agrees to maintain client data documenting client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, description of the tier level of assistance for which the applicant qualifies, and the amount of water bill payment provided.
3. Retention: The Contractor shall retain electronic and/or paper records until such time as the City determines the records are no longer needed.
4. Documentation of Costs: All costs shall be supported by copies of checks used to make water bill payments on behalf of eligible households.
5. Inventory Management: This contract does not provide for the purchase of property or equipment for the Contractor's use in administering the program.
6. Access to Records: The Contractor agrees that the City has access to and the right to examine all records, books, papers, or documents related to the program. The City reserves the right, on demand and without notice, to review all of the Contractor's files associated with this Agreement where payments are based on a record of actual expenses.

## **10. PROJECT EVALUATION**

1. Performance Measures: During the contract period, the Contractor agrees to fulfill the obligations associated with administering the H2O Care Fund program.
2. Reporting: The Contractor shall be required to submit quarterly accomplishment reports with information identified in Section 9, no later than the 15<sup>th</sup> day of each month following the quarter (unless otherwise specified), as well as other information and data required by the City to respond to requests for information on the H2O Care Fund program.

Accomplishment reports must include:

- a. Number of households assisted
  - b. Demographics of households assisted
  - c. Documentation of household eligibility for assistance;
  - d. Any other reports or documentation as requested by the City.
3. Final Accomplishment Reports: Final accomplishment reports will be due upon termination of the contract and shall include information listed above. It will be due 30 days following contract termination.

## **11. PROGRAM MONITORING**

1. General: Monitoring activities will be for the purpose of providing technical assistance if needed or indicated, and to provide assurance to donors of the integrity of the program. With reasonable notice being given to the Contractor, the City may schedule on-site visits as needed during the course of this Agreement, and at least once every six months. The Contractor agrees to make available to City personnel, all data necessary to review and monitor the H2O Care Fund program. This includes, but is not limited to, payment records and interviews with Contractor staff as required by the City.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Contractor through documents submitted to the City and on-site monitoring. The Contractor shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation.
3. Monitoring Letters and Reports: Written reports of the City's monitoring reviews will be provided to the Contractor within 30 days of an official monitoring visit/activity. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
4. Contractor Response: The Contractor shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

## **12. TERMINATION, SANCTIONS AND CLOSEOUTS**

1. Termination: In the event that the Contractor fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action.

Funding to be made available by the City under this Agreement will come from customer or other donations. City personnel will advise the Contractor on a weekly basis, of the status of the donation account to ensure that program funds are not over-committed by the Contractor. In the event that donations are not sufficient to fund the assistance under this Agreement and no other funding source is available, this Agreement will be suspended and/or terminated. Written, phone and email notification will be provided to the Contractor in this event, immediately upon the City's knowledge of such a funding deficit.

In the event of termination of this Agreement by the City due to Contractor noncompliance as set forth above, the Contractor shall forfeit all unexpended monies provided under the Agreement.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Contractor cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Contractor for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of program operations until corrective measures are implemented, withholding any and all program funds, termination of the Agreement, requiring the Contractor to return funds already received, or barring the Contractor from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Contractor written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Contractor fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. Closeout: The Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement requests and final accomplishment reports to the City and determining the custodianship of records.
4. Property of the City: Any data or material furnished by the City to the Contractor shall remain the property of the City, and when said data or material is no longer needed by the Contractor for the performance of this Agreement, it shall be returned to the City.

### **13. TAXES**

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Contractor, and all such taxes shall be paid by Contractor; however, should the City nevertheless pay any such taxes, the Contractor shall immediately reimburse the City.

### **14. LAWS, REGULATIONS AND SPECIAL CONDITIONS**

1. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as evaluation of applications and payment of water bills. The Contractor further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" in Attachment A.
2. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

## **15. MISCELLANEOUS CLAUSES AND NOTICES**

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Contractor under this Agreement are confidential. The Contractor agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Identification of Documents and Projects: All documents prepared for implementation of this contract, other than documents exclusively for internal use with City staff, shall reference the “City of Wichita” and the Contractor, as well as the month and year of preparation.
3. Training Required: It shall be the responsibility of the Contractor to participate in all training related to this program which is conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
4. Copyrights: If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work however the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
5. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
6. Anti-Trust Litigation: For good cause, and as consideration for executing this Agreement, the Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Contractor pursuant to this Agreement.

## **16. ATTACHMENTS**

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
- Attachment B – Performance Criteria and Objectives
- Attachment C – Cost Control/Invoice Document
- Attachment D – Customer Information Sheet

**16. AUTHORIZATION TO ENTER INTO CONTRACT**

The undersigned person signing as an officer on behalf of the Contractor, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Contractor and to bind the Subrecipient to this Agreement, and further that said Contractor has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

**CONTRACTOR**

---

George Dinkel,  
Center of Hope, Inc.

**CITY OF WICHITA**

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Gary E. Rebenstorf, City Attorney  
City of Wichita



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color,

sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**PERFORMANCE CRITERIA AND OBJECTIVES**

**ACTIVITY NAME:** CENTER OF HOPE, INC. **DUNS #:** \_\_\_\_\_

**SUBRECIPIENT INFORMATION**

**NAME:** Center of Hope, Inc.

**EXECUTIVE DIRECTOR:** George Dinkel

**CONTACT PERSON(S):** Same

**PHONE:** (316) 267-3999

**EMAIL:** george@centerofhopeinc.org

**PERFORMANCE PERIOD:** November 5, 2013 through October 31, 2014

**CONTRACT PERIOD:** November 5, 2013 through October 31, 2014

**FUNDING SOURCE(S):** Wichita Water Customer Donations, Other Donations

The Contractor agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contract entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Program Description: Center of Hope, Inc. will determine eligibility of applicants for water bill payment assistance and make such payments on their behalf up to the amount of funding available.

Program Content: The Contractor shall complete the following objective in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective and criteria during the program year in an effort to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: Ensure that families can have access to water service provided by the City of Wichita Public Works and Utilities Department

Objectives: Provide payments of water bills for eligible applicants

Project Administration: The Contractor's executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Contractor shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition.

Funding: It is mutually agreed by and between the City and the Contractor that for reimbursement of eligible and necessary expenses up to an amount determined on a weekly basis the Contractor will provide water utility assistance payments for eligible families. Any costs in excess of the amount provided on a weekly basis are the responsibility of the Contractor.

Method of Payment: The Contractor agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City and the Contractor also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Contractor will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in the Contractor's files for five years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Contractor shall establish and maintain accounting and project records specifically for the use of H2O Care program funds in accordance with criteria defined in Section 9.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Contractor to provide the level of service stated herein may result in termination actions described in Section 12.

CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT  
H2O CARE FUND  
COST CONTROL/INVOICE

Week Of: \_\_\_\_\_

Agency Name	_____	Program Title	_____
Vendor Code/Suffix	_____	OCA Code	_____
Period Requested	_____	Contact Phone	_____
Prepared By	_____	Billing Address	_____

Executive Signature \_\_\_\_\_

Date of Submission \_\_\_\_\_

---

Source of funding: Customer Donations

Object Level \_\_\_\_\_

Weekly authorization: \_\_\_\_\_

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Line Item: Contractual Services – 2907: Water Utility Assistance

Amount Requested

Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_  
City Staff

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Please attach Customer Information Sheet to the reimbursement request.

## Customer Information Sheet

List of Families Assisted: Week of \_\_\_\_\_

Name of Customer (Last, First)	Level 1	Level 2	Level 3	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
TOTAL				

## ***H2O (Help to Others) Care Fund***

Assistance program for customers of Wichita water and sewer services

The ***H2O Care Fund*** will provide assistance to customers who meet certain criteria regarding the status of their Water and Sewer Services account and household income.

### Program Model

- “Water F’All” was a City water bill assistance program in place several years ago, and has served as a model for the 2013 ***H2O Care Fund*** program.
- Program administration will be by contract with a community agency and not City of Wichita staff.
- George Dinkel, Executive Director of the Center of Hope, was approached as to his interest in and capacity to administer a water utility assistance program – he is interested. The advantage of using this agency is that they work with customers on budgeting matters in conjunction with the cash assistance they provide. Purchasing staff has indicated this contract could be implemented as a sole source and would not require issuing an RFP.

### Funding

- Redirecting City (Federal) funds to this program is possible but would require making difficult decisions as to what programs to de-fund to free up resources for this purpose.
- Need to focus on generating new revenue.
- Preferred revenue source – customer donations

### Donation Methodology

- Solicit residential customer donations in specific amounts (i.e. \$1.00 to 5.00 per bill); after announcing the donation program, send reminders in water bill inserts twice/year.
- Utilize a model similar to the Westar and/or Kansas Gas customer donation programs.
- Provide 3 donation options:
  1. Fixed donation amount added to each water bill
  2. Round up donation where customers agree to have their bills ‘rounded up’ the nearest dollar with the difference going to a utility assistance fund.
  3. Direct donation(s) to Center of Hope for the Wichita ***H2O Care Fund*** program.
- During the first two months of each year, donors will receive an acknowledgement of donations made in the prior year.

### Assistance Options

Assistance will be provided to customers in one of three levels, and would be one-time only:

*Level 1:* Provide one-time assistance of \$100 to persons owing more than \$150.

*Level 2:* Provide one-time assistance of the entire delinquent amount of those whose delinquency is less than \$150.

*Level 3:* Provide one-time assistance up to \$100 upon request of persons who can demonstrate a temporary hardship, to prevent the account from becoming delinquent.

### Income Criteria

Customers must meet income criteria which is 125% of the federal poverty level adjusted for family size with no age restrictions or requirements. Following is an income chart.

Family Size	Annual Income
1	\$14,363
2	\$19,388
3	\$24,413
4	\$29,438
5	\$34,463
6	\$39,488
7	\$44,513
8	\$49,538

### Customer Capacity

Current residential customer base is approx. 129,000 customers. Following are several donation scenarios:

- If 10% (12,900) sign up to contribute \$1 per month, the program would receive \$154,800 annually.
- If one percent (1,290) contributed \$1 per month, the program would receive \$15,480.
- If one percent contributed \$5 per month, the program would receive \$77,400.

The Water F'All program that was discontinued in 1999, received approx. \$1,200 to \$1,300 each month. There is a remaining balance of \$31,541.14 from the Water F'All program.

Note: As of October 7, 2013 there were 4,042 delinquent accounts among Public Works & Utilities water and sewer services customers. Those who meet the criteria for the **H2O Care Fund** would be eligible to apply, in addition to new customers who find themselves unable to pay their bill.



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Quarterly Financial Report for the Quarter Ended September 30, 2013

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendation:** Receive and file the Quarterly Financial Report.

**Background:** The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's website. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

**Analysis:** Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The Quarterly Financial Report may not contain all the transactions and adjustments that could relate to activities in the first three quarters of 2013.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, tax abatements, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

**Financial Considerations:** The Director of Finance will provide a financial overview at the City Council meeting.

**Legal Considerations:** There are no legal considerations.

**Recommendations/Actions:** It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended September 30, 2013.

**Attachment:** Quarterly Financial Report

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Improvements to Meridian from Pawnee to McCormick (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendations:** Approve the design concept and place the ordinance on first reading.

**Background:** The 2011-2020 Adopted Capital Improvement Program (CIP) includes a project for paving improvements to Meridian from Pawnee to McCormick. The City Council approved an agreement with Baughman Company on December 13, 2005, for the design of Meridian from Pawnee to Orient. On August 24, 2010, the City Council approved a separate agreement with Baughman for the design of Meridian from Orient to McCormick. In October 2011, the full project for Meridian from Pawnee to McCormick was selected for Federal funding in the Transportation Improvement Program (TIP), through the Wichita Area Metropolitan Planning Organization. The availability of Federal funding necessitates combining the separate design projects for the right-of-way acquisition and construction phases. On October 7, 2013, the District IV Advisory Board sponsored a neighborhood hearing on the proposed improvements. The Board voted unanimously to approve the project.

**Analysis:** The City was previously obligated to fund the entire project, but Federal funding will now cover a significant portion of the construction cost. Construction is slated to begin in early 2015, pending completion of right-of-way acquisition and utility relocation.

Proposed improvements include:

- Expansion of the existing four-lane roadway to a five-lane roadway with a center left turn lane;
- Drainage improvements;
- New sidewalk along both sides of Meridian;
- Realignment of Orient at Meridian to improve accessibility; and
- Waterline improvements to serve surrounding residential neighborhoods

Federal funding administered through the Kansas Department of Transportation (KDOT) will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

**Financial Considerations:** The current CIP includes \$350,000 in General Obligation bond funding in 2013 for right-of-way acquisition, utility relocation, TIP fees, supplemental design costs, future construction costs, and Engineering staff and administration costs for this project. Federal and local construction funding is also programmed in the current CIP and will be initiated at a later date.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve the design concept, place the ordinance on first reading, and authorize the necessary signatures. Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the acquisition or granting of easements, the signing of utility relocation and railroad agreements and compensation for the same, and the signing of required permits and compensation for the same.

**Attachments:** Map, budget sheet, and ordinance.

First Published in the Wichita Eagle November 22, 2013

**ORDINANCE NO. 49-597**

AN ORDINANCE DECLARING **MERIDIAN, BETWEEN PAWNEE AND MCCORMICK (472-85124)** TO BE MAIN A TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Meridian, between Pawnee and McCormick (472-85124)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Meridian, between Pawnee and McCormick (472-85124)** as a main trafficway in the following particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Three Hundred Fifty Thousand Dollars (\$350,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in

accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the Office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19<sup>th</sup> day of November, 2013.

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CARL BREWER, MAYOR

ATTEST:

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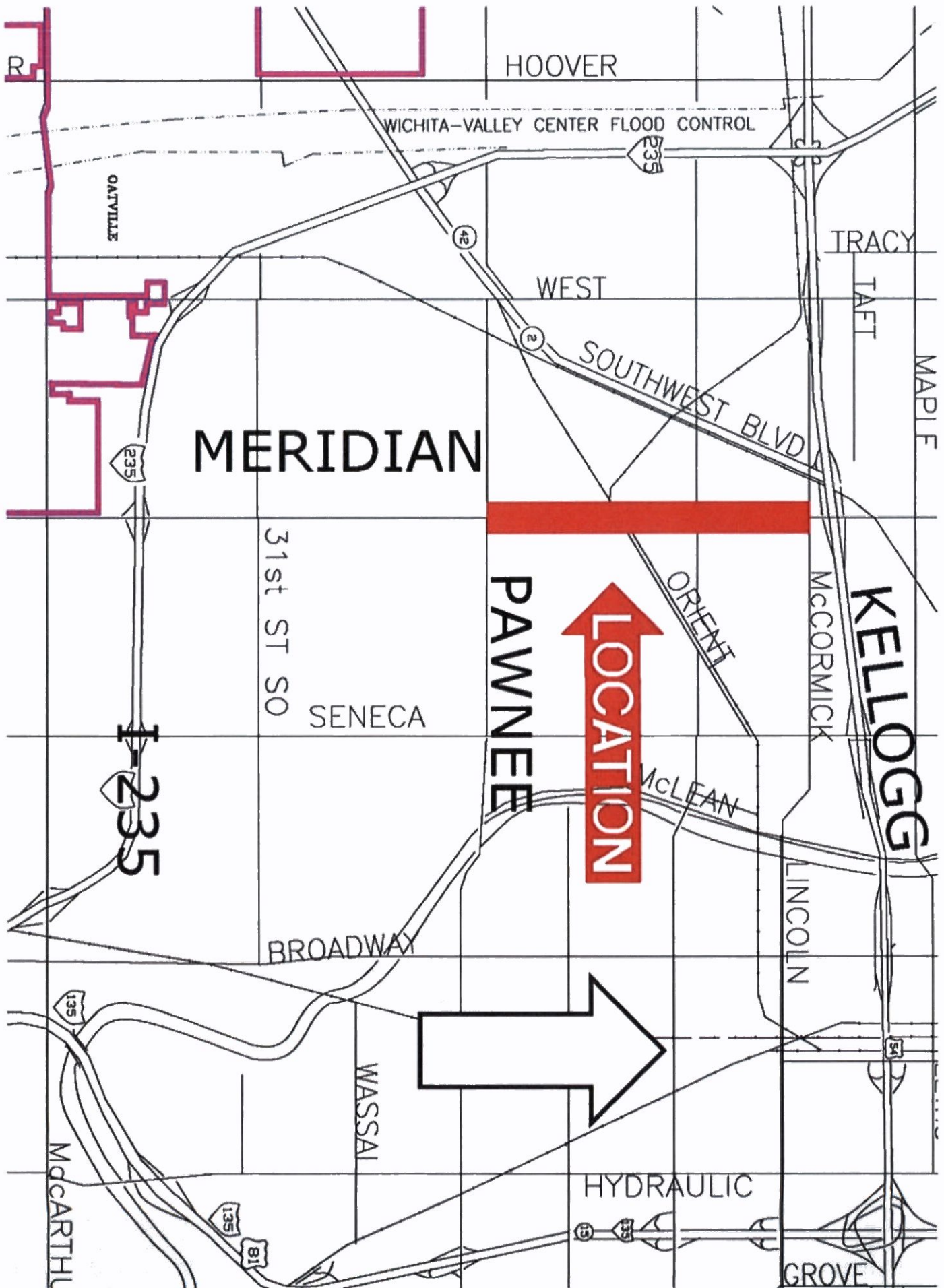
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY REBENSTORF, DIRECTOR OF LAW



# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2013

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 49-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85124

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: Nov 5, 2013

REQUEST DATE:

PROJECT #: 211524

PROJECT TITLE: Meridian, Pawnee to McCormick

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Meridian, Pawnee to McCormick

OCA #: 707060

OCA TITLE: Meridian, Pawnee to McCormick

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Gary Janzen

PHONE #: 268-4450

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$350,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$350,000.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$350,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$350,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

**Agenda Item No. IV-6**

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Perimeter fencing for MacDonald Municipal Park Golf Course (District I)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Adopt the bonding resolution and authorize initiation of the project.

**Background:** The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes funding for fence replacement at MacDonald Municipal Park Golf Course. The renovation and updating of the perimeter fence is necessary to connect concurrently with the replacement fencing along 13<sup>th</sup> Street North, currently scheduled through the Public Works road widening project.

**Analysis:** The Golf Division will replace the fencing around MacDonald Park Municipal Golf Course along Yale, Roosevelt, Crestway and other adjacent streets with a black coated vinyl chain link. This project will improve security for patrons on the golf course and decrease vandalism. The existing fence is an eyesore and the replacement will improve the visual appeal for all the neighbors and golfers in the community.

**Financial Considerations:** The Park Capital Improvement Plan includes \$250,000 in 2012 for MacDonald Perimeter Fence improvements. The funding source is General Obligation bonds.

**Legal Considerations:** The Law Department has reviewed and approved the bonding resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

**Attachments:** Bonding Resolution  
Aerial Map



**First Published in the Wichita Eagle on November 8, 2013**

**RESOLUTION NO. 13-194**

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE INSTALLATION OF A PERIMETER FENCE AT MACDONALD PARK MUNICIPAL GOLF COURSE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material and equipment to replace the fencing around MacDonald Park Municipal Golf Course along Yale, Roosevelt, Crestway and other adjacent streets with a black coated vinyl chain link fence.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$250,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 5<sup>th</sup> day of November, 2013.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY REBENSTORF, DIRECTOR OF LAW



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** CON2013-00017 – Conditional use to permit a “nightclub in the city” on property located at 1111 East Lincoln Street (District I)

**INITIATED BY:** Metropolitan Area Planning Department

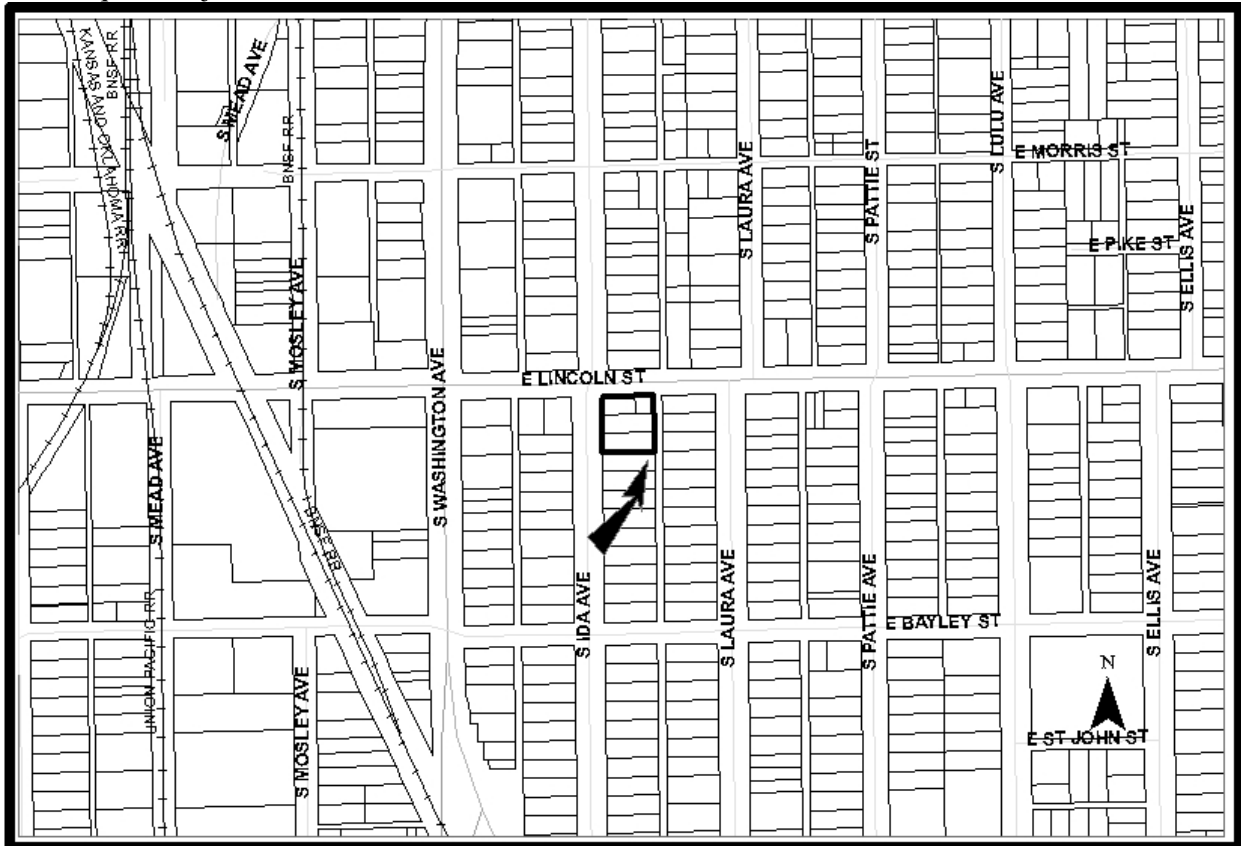
**AGENDA:** Planning (Non-consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request subject to staff’s recommendations (12-0).

**DAB Recommendation:** District Advisory Board I recommended approval of the request subject to staff’s recommendations (9-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to conditions.



**Background:** The application area, 1103 and 1111 East Lincoln Street, is located at the southeast corner of East Lincoln Street and South Ida Avenue, and is zoned LC Limited Commercial (LC). Located on the site are two small commercial buildings. One building, addressed as 1103 East Lincoln Street, is located on the northwest corner, and is a retail liquor store. The second building, addressed as 1111 East Lincoln Street, is located at the northeast corner of the site, and was, up until July 28, 2011, used as “drinking establishment restaurant” (DER) with an “entertainment establishment” (EE) license that permitted live entertainment, but not dancing. The applicant wishes to reopen or convert the building at 1111 East Lincoln from a DER and “entertainment establishment” to a “nightclub in the city.”

A “nightclub in the city” is defined by the “Wichita-Sedgwick County Unified Zoning Code” (UZC) as an “entertainment establishment” located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food. When the “nightclub in the city” qualifies as an “adult entertainment establishment” under Chapter 3.05 of the Code of the City of Wichita, its uses shall be governed in this code by the requirements for “sexually oriented businesses in the city.”

The UZC permits a “nightclub in the city” in the LC zoning district subject to Article III, Section III-D.6.w that states that a “nightclub in the city” is permitted by-right in the LC zoning district unless the property on which the proposed “nightclub in the city” is situated within 300 feet of a church, public park, public or parochial school or residential zoning district. If the property proposed for “a nightclub in the city” is located within 300 feet of the uses described above, a conditional use permit shall be required.

The subject property abuts MF-29 Multi-family Residential (MF-29) zoned property immediately to the south, and is adjacent to other MF-29 zoned property located to the southwest, across South Ida Avenue, and southeast, across the alley located immediately east of the subject site. Surrounding properties are primarily zoned LC; however, there are lots zoned MF-29 located to the south, southeast and southwest. Surrounding properties are developed with a mix of vehicle repair, retail sales and single-family residences. Lincoln Street is classified as an “arterial” street.

In 2011, 1111 East Lincoln Street, the address of the structure proposed for the nightclub, had a maximum occupancy of 105 persons. The UZC requires one parking space per two occupants for a “nightclub in the city,” resulting in a total on-site parking requirement of 53 spaces. The application area contains a total of 32 spaces. 1103 East Lincoln, the address of the retail liquor store, has approximately 500 square feet, which results in an off-street parking requirement of two spaces, leaving the total application area’s remaining 30 spaces for the proposed nightclub; however, if the proposed nightclub is to have the same occupancy as the previous DER, the site is short 23 parking spaces. However, the site’s parking situation is addressed by UZC Article III, Section III-E.1.a and b that permit a non-conformity such as lack of off-street parking to continue so long as there is not an increase on the premises of more than 30 percent floor area or 50 percent value and there is not a change in use to a more intensive use. Past use of 1111 East Lincoln as a DER with an entertainment establishment license for live entertainment is equivalent to current definition that the service of alcohol plus live entertainment or dancing equals a “nightclub in the City.” Therefore, the requested conditional use does not constitute an intensification of use on the site.

**Analysis:** District Advisory Board (DAB) I heard the request on September 9, 2013, and recommended unanimous (9-0) approval subject to the recommended conditions. No one was present to speak against the item.

At the Metropolitan Area Planning Commission (MAPC) meeting held on September 12, 2013, the MAPC voted (12-0) to recommend approval of the request subject to the following conditions:

- A. No outside loudspeakers or outdoor entertainment are permitted without conditional use approval.
- B. If the “zoning administrator” finds that there is a violation of any of the conditions of the conditional use, the zoning administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the planning director, declare that the conditional use is null and void.

There were not any neighbors present to speak to the request at MAPC. Protest petitions have been filed; however, the properties for which the protests have been filed are located beyond the 200-foot radius that triggers the two-thirds majority vote requirement. Therefore, the application may be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the conditional use to permit a “nightclub in the city” subject to the recommended conditions of approval, and authorize the Mayor to sign the resolution (simple majority vote required); or deny the conditional use request by making alternative findings, and override the MAPC recommendation (two-thirds vote required); or return the application to the MAPC for further consideration (simple majority vote).

**Attachments:** Site plan, protest map, MAPC minutes, DAB memo, resolution.

RESOLUTION No. 13-195

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHT CLUB ON APPROXIMATELY 0.38-ACRE ZONED LC LIMITED COMMERCIAL (LC), GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF EAST LINCOLN STREET AND SOUTH IDA AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

**SECTION 1.** That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately 0.38-acre zoned LC Limited Commercial (LC) legally described below:

**Case No. CON2013-00017**

A Conditional Use to allow a “nightclub in the city,” on approximately 0.38-acre zoned LC Limited Commercial (LC) described as:

The east 50 feet of Lots 2 and 4, Ida Avenue, Lincoln Street Addition to Wichita, AND Lots 2 and 4 except the east 50 feet, Ida Avenue and Lots 10 and 12, Ida Avenue and Lots 1, 3, 5, 7, 9 and 11 Laura Avenue, Lincoln Street Addition and Lots 6 and 8, Ida Avenue, Lincoln Street Addition, all in Wichita, Sedgwick County, Kansas; generally located southeast of the intersection of East Lincoln Street and South Ida Avenue (1111 East Lincoln Street).

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- (1) No outside loudspeakers or outdoor entertainment is permitted without Conditional Use approval.
- (2) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

**SECTION 2.** That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the “Official Zoning District Map” on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

**SECTION 3.** That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date  
November 5, 2013.

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Carl Brewer, Mayor

**ATTEST:**

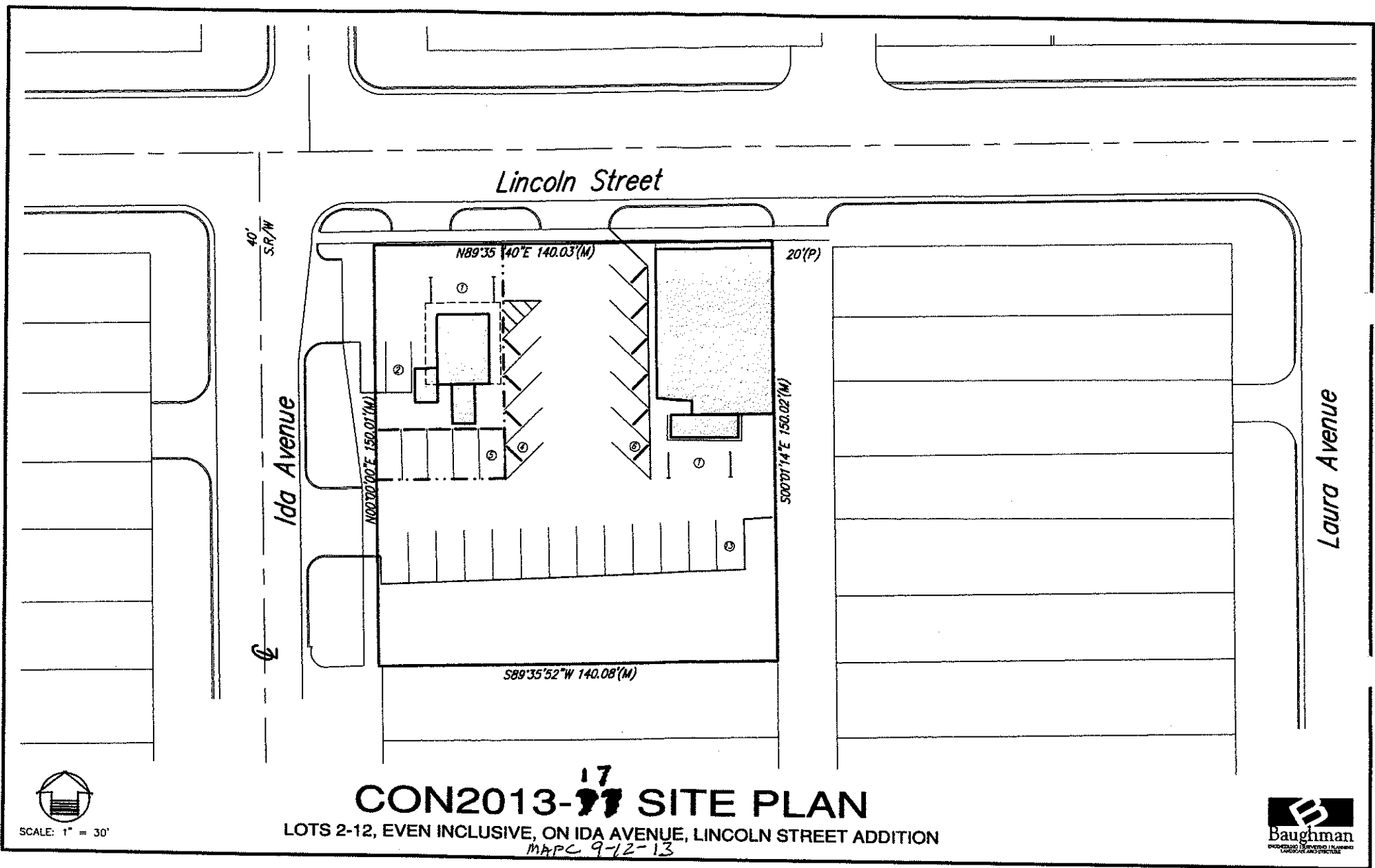
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Karen Sublett, City Clerk

Approved as to form:

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Gary E. Rebenstorf, City Attorney



**CON2013-17 SITE PLAN**

LOTS 2-12, EVEN INCLUSIVE, ON IDA AVENUE, LINCOLN STREET ADDITION  
MAPC 9-12-13



SCALE: 1" = 30'







**EXCERPT MINUTES OF THE SEPTEMBER 12, 2013 WICHITA-SEDGWICK  
COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: CON2013-00017** - Theodore W. Maisch, Sr., for Irr. Marital Trust and Maisch Family Limited Partnership (applicant) /Robert W. Kaplan of Klenda Austermann, LLC (agent) request a City of Conditional Use to permit a Nightclub on property described as:

Lots 2, 4, 6, 8, 10 and 12, Ida Avenue AND Lots 1, 3, 5, 7, 9 & 11, Laura Avenue,  
Lincoln Street Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The application area, 1103 and 1111 East Lincoln Street, is located at the southeast corner of East Lincoln Street and South Ida Avenue, and is zoned LC Limited Commercial (LC). Located on the site are two small commercial buildings. One building, addressed as 1103 East Lincoln Street, is located on the northwest corner, and is a retail liquor store. The second building, addressed as 1111 East Lincoln Street, is located at the northeast corner of the site, and was, up until July 28, 2011, used as “drinking establishment restaurant” (DER) with an Entertainment Establishment (EE) license that permitted live entertainment, but not dancing. The applicant wishes to reopen or convert the building at 1111 East Lincoln from a DER and Entertainment Establishment to a “Nightclub in the City.”

Nightclub in the City is defined by the “Wichita-Sedgwick County Unified Zoning Code” (UZC) as “...an Entertainment Established located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food. When the Nightclub in the City qualifies as an “Adult Entertainment Establishment” under Chapter 3.05 of the Code of the City of Wichita, its Uses shall be governed in this Code by the requirements for “Sexually Oriented Businesses in the City.”

The UZC permits a Nightclub in the City in the LC zoning district subject to Article III, Section III-D.6.w that states that a Nightclub in the City is permitted by-right in the LC zoning district unless the property on which the proposed Nightclub in the City is situated within 300 feet of a church, public park, public or parochial school or residential zoning district. If the property proposed for a Nightclub in the City is located within 300 feet of the uses described above, a Conditional Use shall be required.

The subject property abuts MF-29 Multi-family Residential (MF-29) zoned property immediately to the south, and is adjacent to other MF-29 zoned property located to the southwest, across Ida Avenue, and southeast, across the alley located immediately east of the subject site. Surrounding properties are primarily zoned LC; however, there are lots zoned MF-29 located to the south, southeast and southwest. Surrounding properties are developed with a mix of vehicle repair, retail sales and single-family residences. Lincoln Street is classified as an “arterial” street.

In 2011, 1111 East Lincoln, the address of the structure proposed for the nightclub, had a maximum occupancy of 105 persons. The UZC requires one parking space per two occupants for a Nightclub in the City, resulting in a total on-site parking requirement of 53 spaces. The application area contains a total of 32 spaces. 1103 East Lincoln, the address of the retail liquor store, has approximately 500 square feet, which results in an off-street parking requirement of

two spaces, leaving the total application area's remaining 30 spaces for the proposed nightclub; however, if the proposed nightclub is to have the same occupancy as the previous DER, the site is short 23 parking spaces. However, the site's parking situation is addressed by UZC Article III, Section III-E.1.a and b that permit a nonconformity such as lack of off-street parking to continue so long as there is not an increase on the premises of more than 30 percent floor area or 50 percent value and there is not a change in use to a more intensive use. Past use of 1111 East Lincoln as a DER with an entertainment establishment license for live entertainment is equivalent to current definition that the service of alcohol plus live entertainment or dancing equals a Nightclub in the City. Therefore, the requested Conditional Use does not constitute an intensification of use on the site.

**CASE HISTORY:** The site's existing LC zoning appears to have been established in 1921 with the adoption of the City's first zoning map.

**ADJACENT ZONING AND LAND USE:**

North: LC; single-family residence, vehicle repair

South: MF-29; single-family residences

East: LC; single-family residence

West: LC; retail/commercial

**PUBLIC SERVICES:** East Lincoln Street is classified as an arterial street, and has approximately 68-feet of right-of-way. The location is in an area of Wichita that has been developed and served by municipal utilities and services for many years.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as being appropriate for "local commercial" uses. The local commercial category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.

**RECOMMENDATION:** Based upon the information available prior to the public hearings, planning staff recommends that the request for a Conditional Use for a nightclub be **APPROVED**, with the following conditions:

- (1) No outside loudspeakers or outdoor entertainment is permitted without Conditional Use approval.
- (2) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The application area is located along East Lincoln, an arterial street that is zoned with either LC or General Commercial (GC) zoning for one block west to Washington Avenue and three blocks east to Lulu Avenue. Some of these properties are development with single-family residences; however, many are developed with commercial or retail, office, office-warehouse, vehicle repair and sales uses.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC and has been the site of a DER with an entertainment establishment license. Under the current code and licensing requirements a DER with an entertainment establishment is classified as a Nightclub in the City. LC zoning permits a wide range of uses; however, the structure at 1111 East Lincoln is fairly small and probably is not too attractive to LC uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The site is zoned LC and has been the site of a DER with an entertainment establishment license. Under the current code and licensing requirements a DER with an entertainment establishment is classified as a Nightclub in the City; therefore, the request does not add a use that has not been previously permitted.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial of the request would presumably be an economic hardship upon the property owner since he apparently has a prospective nightclub tenant.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as being appropriate for "local commercial" uses. The local commercial category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.

6. Impact of the proposed development on community facilities: The location is in an area of Wichita that has been developed and served by municipal utilities and services for many years. The proposed Conditional Use should not impact community facilities to any greater extent than past uses on the property.

**DALE MILLER**, Planning staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**MITCHELL** moved, **B. JOHNSON** seconded the motion, and it carried (12-0).



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INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** LaShonda Garnes, Neighborhood Assistant, District 1

**SUBJECT:** CON2013-00017

**DATE:** September 23, 2013

On Monday, September 9<sup>th</sup> the District Advisory Board (DAB) for Council District 1 considered the request for a conditional use permit to allow for a nightclub in the city generally located South of East Lincoln, east of South Ida (east of South Washington Ave) at 1111 E. Lincoln.

The Board members and citizens present wanted to know how long the property had been vacant; if the operators had owned and operated night clubs before; if notifications to surrounding residents have been sent out regarding this change; and the capacity of the night club.

The applicant and attorney advised that facility had been vacant since July 2011. They advised that they have been night club owners previously and own another facility at 1552 S. Broadway.

**DAB members voted 9-0 to recommend approval of this request with the conditions in the staff report.**

Please review this information when this request is considered.

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** ZON2013-00021 – Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property generally located northwest of the intersection of East 21<sup>st</sup> Street North and North Oliver addressed as 11 and 12 N. Oliver Avenue (District I)

**INITIATED BY:** Metropolitan Area Planning Department

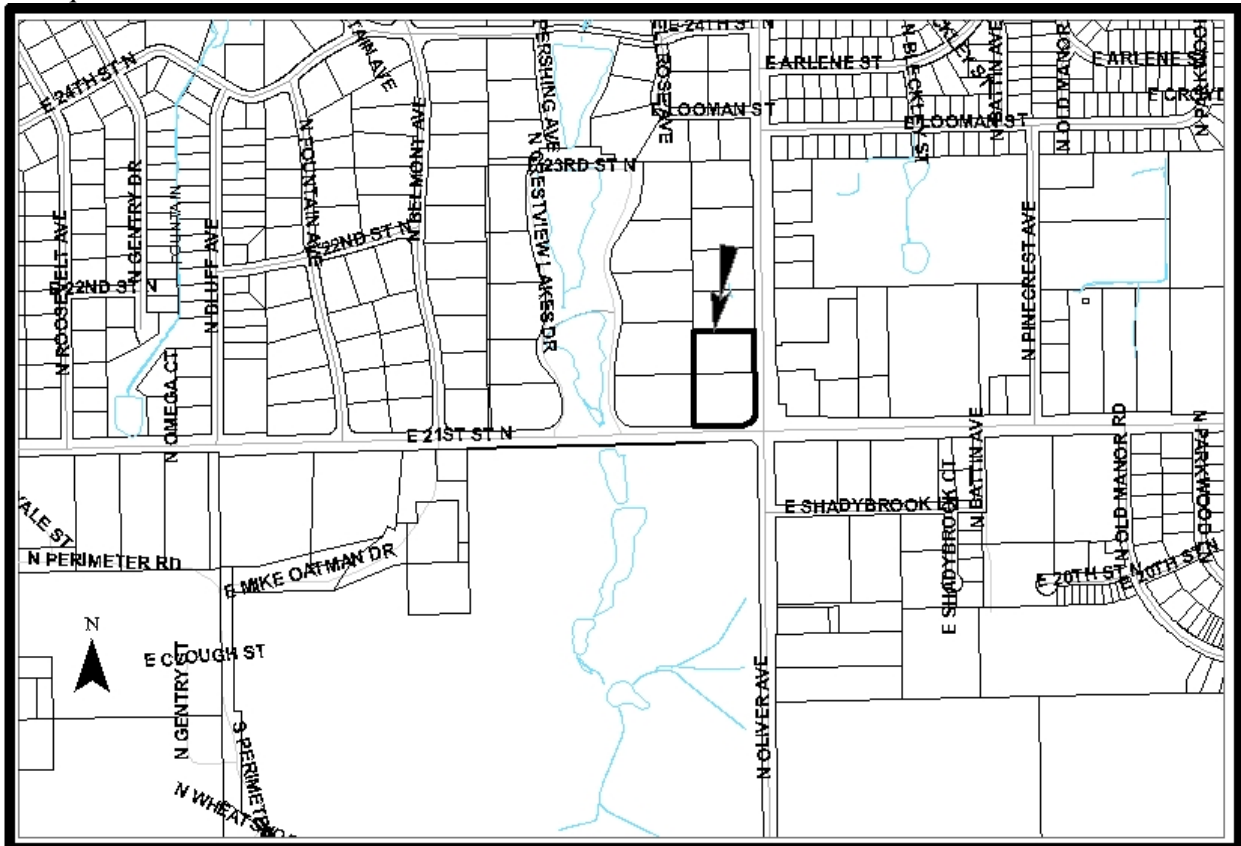
**AGENDA:** Planning (Non-consent)

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**MAPC Recommendation:** The MAPC recommended denial of the request (7-4).

**DAB Recommendation:** District Advisory Board I unanimously recommended denial of the request (8-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended denial of the request.



**Background:** The applicants are seeking LC Limited Commercial (LC) zoning for two platted lots (Lots 11 and 12, Block 2, Crestview Lakes and addressed as 11 and 12 North Crestview Lakes Drive) located northwest of the intersection of East 21<sup>st</sup> Street North and North Oliver Avenue. The subject lots are currently zoned SF-5 Single-family Residential (SF-5), are developed with single-family residences (built in 1946 and 1953) and contain a total of 2.93 acres. Combined, the two properties have approximately 445 feet of frontage along North Oliver Avenue, and 290 feet of frontage along East 21<sup>st</sup> Street North. The application area has street access to North Oliver Avenue and to East 21<sup>st</sup> Street, not to the interior local serving streets – Crestview Lakes Drive, North Belmont Avenue or North Fountain Avenue – that serve the majority of the area’s residential lots.

Located immediately north and west of the subject property are SF-5 zoned single-family residences located on approximately two-acre lots. In fact, the much larger area located farther north and west of the application area is developed with single-family residences located on lots ranging in size from two-plus acres to approximately 11,000 square feet. The homes in the larger residential neighborhood located north and west of the application area appear to be well-maintained. The Crestview Lakes Addition has a park-like setting with water features and open space, which probably has contributed to the homes having maintained market value.

Located east across North Oliver Avenue is the mostly LC zoned University Plaza commercial-retail sales center, subject to the development standards contained in Community Unit Plan (CUP) DP-8. Part of DP-8 is zoned SF-5 with a variance to permit parking that supports the retail center. Southeast of the application area, south of East 21<sup>st</sup> Street North and east of North Oliver Avenue are two SF-5 zoned churches. East of the Unity Church that is located at the southeastern corner of the intersection of East 21<sup>st</sup> Street North and North Oliver Avenue is property that is zoned LC. South of the subject property, at the southwest corner of the intersection of East 21<sup>st</sup> Street and North Oliver Avenue, is Wichita State University’s 123-acre golf course that is zoned SF-5 subject to the U University District (U) overlay. The U overlay district limits development to uses typically associated with institutions of higher learning, such as: classrooms, dorms, athletic facilities, laboratories, libraries, museums, parking and other facilities typically associated with institutions of higher learning.

The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. The LC district permits 66 uses by-right; selected uses permitted by-right in the LC district include: single-family, multi-family, assisted living, group residence, community assembly, hospital, nursing facility, bank, convenience store, hotel/motel, medical service, office, restaurant, personal care service, personal improvement service, general retail sales, limited vehicle repair and agricultural sales and service. Building setbacks are established by the standards required by the LC district or by separate compatibility standards that override the zoning district standards, and are as follows: front (East 21<sup>st</sup> Street North) 20 feet; street side (North Oliver Avenue) 10 feet; rear (north property line) 25 feet (compatibility setback) and interior side (west property line) 25 feet (compatibility setback). Building height is limited to 43 feet (compatibility height) even though the LC district permits building height of up to 80 feet or higher with additional building setback. Dumpsters and refuse receptacles are required to be located a minimum of 20 feet from the north and west property lines. Light poles are limited to a maximum of 15 feet in height, including the base, if located within 200 feet of SF-5 zoning unless a lighting study has been prepared that demonstrates light will be contained on-site, and cutoff fixtures are required to minimize light trespass. The LC district permits larger, taller and a greater number of sign types than signage permitted in SF-5 district, including: building signs up to 400 square feet, ground or pole signs up to 300 square feet in area and 25 to 35 feet tall, portable and possibly off-site billboard signs. Single-family residences generate approximately 10 average daily vehicle trips whereas retail uses in a shopping center can generate approximately 42 average daily trips per 1,000 square feet of floor area. If the site were developed at 30 percent coverage, 38,289 square feet of floor area could be developed on the site. At 42 average daily trips, 38,289 square feet of floor area could generate 1,608 average daily trips. Convenience stores during the p.m. peak period can generate an average of 97 daily vehicle trips per 1,000 square feet of gross floor area. A drug store during the weekday can generate 88 average daily vehicle trips per 1,000 square feet of gross floor area. Zoning screening is required along the common property line where property that is zoned for nonresidential uses abuts SF-5 zoned property (north and west property lines). Zoning screening can be provided by a six-foot tall fence, landscaping

thick enough to provide a solid screen year-round, earth berms or some combination of the three. The Landscape Ordinance will require one tree to be planted every 40 feet where zoning screening is required. New parking lots are also required to be landscaped when located within view of streets.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) heard the request at its meeting held on September 12, 2013. There were several property owners from the area who spoke in opposition. Some of the concerns expressed by those in opposition include the following:

- a. There is not a natural buffer or barrier between the application area and abutting property to protect abutting properties from increased lighting, noise and odors and loss of privacy from 24-hour seven day-a-week uses.
- b. Limited Commercial zoning will generate more traffic than single-family residential, and the intersection of East 21<sup>st</sup> Street North and North Oliver Avenue already has plenty of traffic.
- c. Increased traffic will end up on Crestview Lakes Drive, the neighborhood's private street, which will cost the neighborhood's homeowners additional maintenance costs.
- d. Increased runoff from commercial development on the application area will exacerbate neighborhood drainage issues.
- e. Existing LC zoning at University Plaza Shopping Center located across North Oliver Avenue is underutilized; the applicant could put proposed uses at the University Plaza Shopping Center. Plenty of convenience shopping is already provided in the immediate area.
- f. No evidence has been presented that the homes are unusable as residences.
- g. The zoning request is not in character with larger area, especially with the properties located north, west, south and southwest of the application area.

At the MAPC hearing there were also two to three speakers who spoke in favor of the request citing the City's typical development pattern is to locate commercial uses on property located at the intersection of section-line roads. Supporters also commented that the high traffic volume found at the intersection of North Oliver Avenue and East 21<sup>st</sup> Street North make use of the application area for residential purposes less desirable.

The applicant's agent indicated the applicant would be willing to revise the request to be subject to a "protective overlay" that limits the LC uses to a drug/pharmacy store and a convenience store with fuel sales. The applicant's agent also indicated the applicant would provide berms, fences and landscaping in excess of code minimums to protect adjoining residential neighbors.

The MAPC voted (7-4) to recommend denial.

District Advisory Board (DAB) I heard the request on October 7, 2013. Eleven people spoke in opposition to the request, and cited many of the same concerns expressed at the MAPC meeting (detailed above). One person spoke in favor and added the comment that the developer will have to retain stormwater on-site, and the large size of the abutting lots and the application area provide greater than typical buffering.

DAB I recommended denial unanimously (8-0).

Protest petitions equaling 63.49 percent have been filed; therefore, the request may be approved only with a three-fourths majority vote.

If the City Council determines the request is appropriate, it is recommended the zone change be approved subject to replatting within one year of City Council approval, and subject to the following development standards contained in Protective Overlay #280:

- A. Uses permitted shall be limited to the following LC Limited Commercial zoning district uses: single-family residential, duplex, convenience store with or without fuel sales and drug store or pharmacy. The following uses are specifically prohibited: retail liquor store, nightclub in the city, drinking establishment or tavern, entertainment establishment, pawnshop or business that accepts vehicle titles or other property as security for loans and drive through services except for



- banks and pharmacies.
- B. All buildings within the subject property shall share a uniform architectural character, color and same predominate exterior building material. The building walls shall not utilize metal as a predominate exterior façade material.
  - C. Landscaped street yards, buffers and parking lot landscaping/screening shall utilize a shared palette of landscape material, and shall comply with the City of Wichita Landscape Ordinance unless modified by another provision of this Protective Overlay.
  - D. A landscape plan shall be prepared for the above referenced requirement, and shall indicate type, location and specifications for all plant materials.
  - E. Zoning code required screening located along the north and west property lines shall be a masonry wall, a 15-foot wide evergreen landscape yard with plant materials not less than six feet in height and spaced close enough to provide an opaque living wall or earth berm, or some combination of the three, shall be installed. Occupancy permits shall not be issued until a landscaping and screen plan has been approved by the Planning Director.
  - F. The applicant shall dedicate sufficient right-of way to create half-street widths of 75 feet at the intersection tapering down to 60 feet elsewhere along the site street frontages, per City right-of-way width standards.
  - G. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps). All lighting shall be shielded to direct light in a downward direction and directed away from residential areas. Light standards, including the base, shall not exceed 15 feet in height when located within 200 feet of residentially zoned property.
  - H. Building setbacks shall be 25 feet along the north and west property line.
  - I. Maximum building height is limited to 35 feet.
  - J. Rooftop mechanical equipment, trash receptacles, loading docks and loading areas shall be screened from ground level view, and said screening is required to match or be similar to the building façade.
  - K. Signage is limited to that permitted in the NR zoning district. Billboard and/or off-site signage is prohibited.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** If approved by Council, an ordinance will be prepared for review and approval by the Law Department as to form.

**Recommendation/Actions:** It is recommended that the City Council: 1) adopt the findings of the MAPC, and deny the application (simple majority vote required); 2) approve the request subject to the suggested protective overlay by making alternate findings (three-fourths majority vote required); or 3) return the application to the MAPC for further consideration.

**Attachments:** MAPC minutes, DAB memo, two protest maps and 11 protest letters.



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Megan Buckmaster, Neighborhood Services Supervisor

**SUBJECT:** ZON2013-00021

**DATE:** October 16, 2013

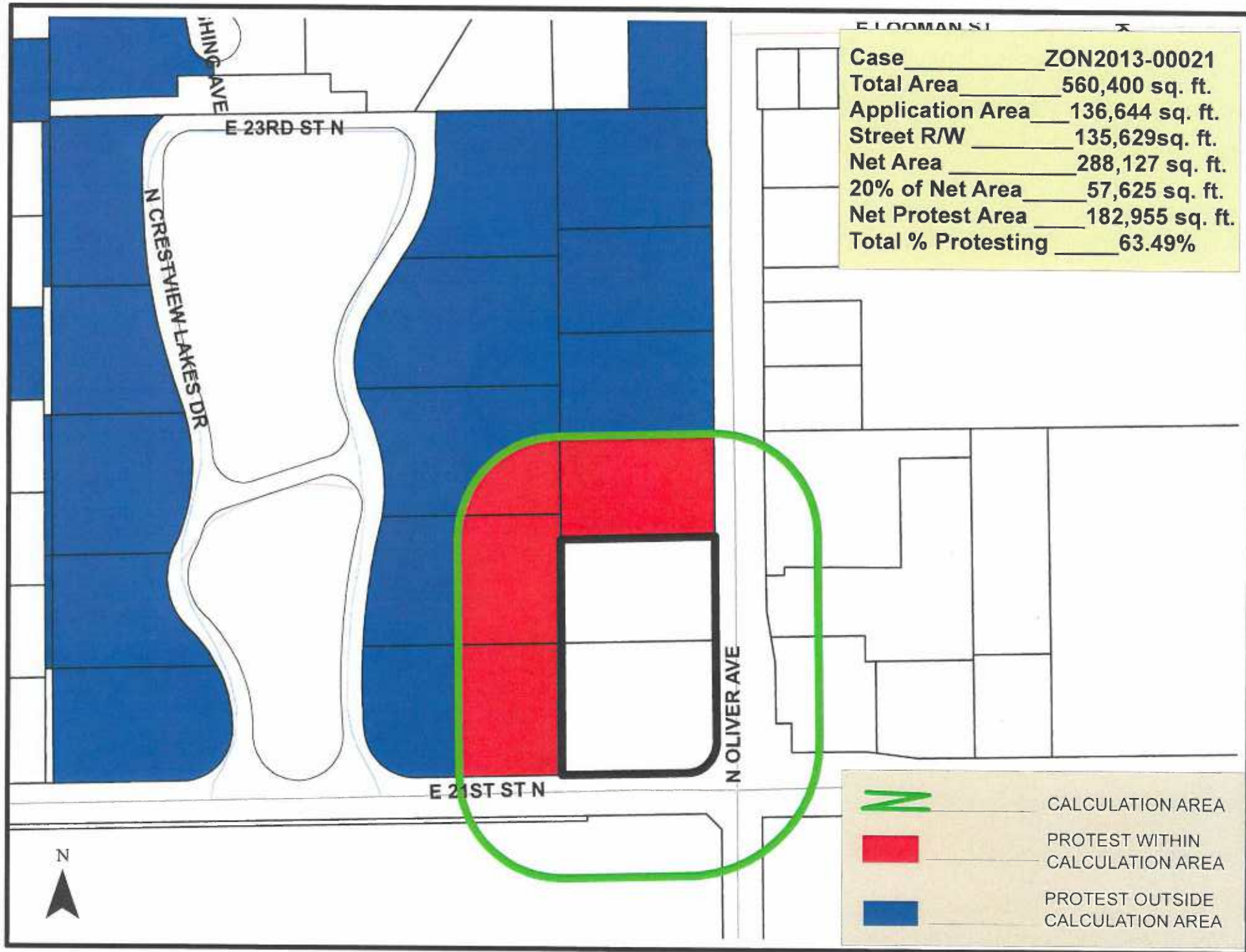
On Monday, October 7th the District Advisory Board (DAB) for Council District 1 considered a request seeking a zone change from Single Family (SF-5) to LC Limited Commercial (LC) zoning two platted lots located northwest of the intersection of East 21<sup>st</sup> Street North and North Oliver Avenue.

Residents shared concerns with drainage, traffic, changing the feel and tradition of the neighborhood, crime rates increasing, safety, what a “gas” station brings and what happens to the property if the commercial businesses do not make it, more empty buildings. Residents asked the DAB members to deny the request.

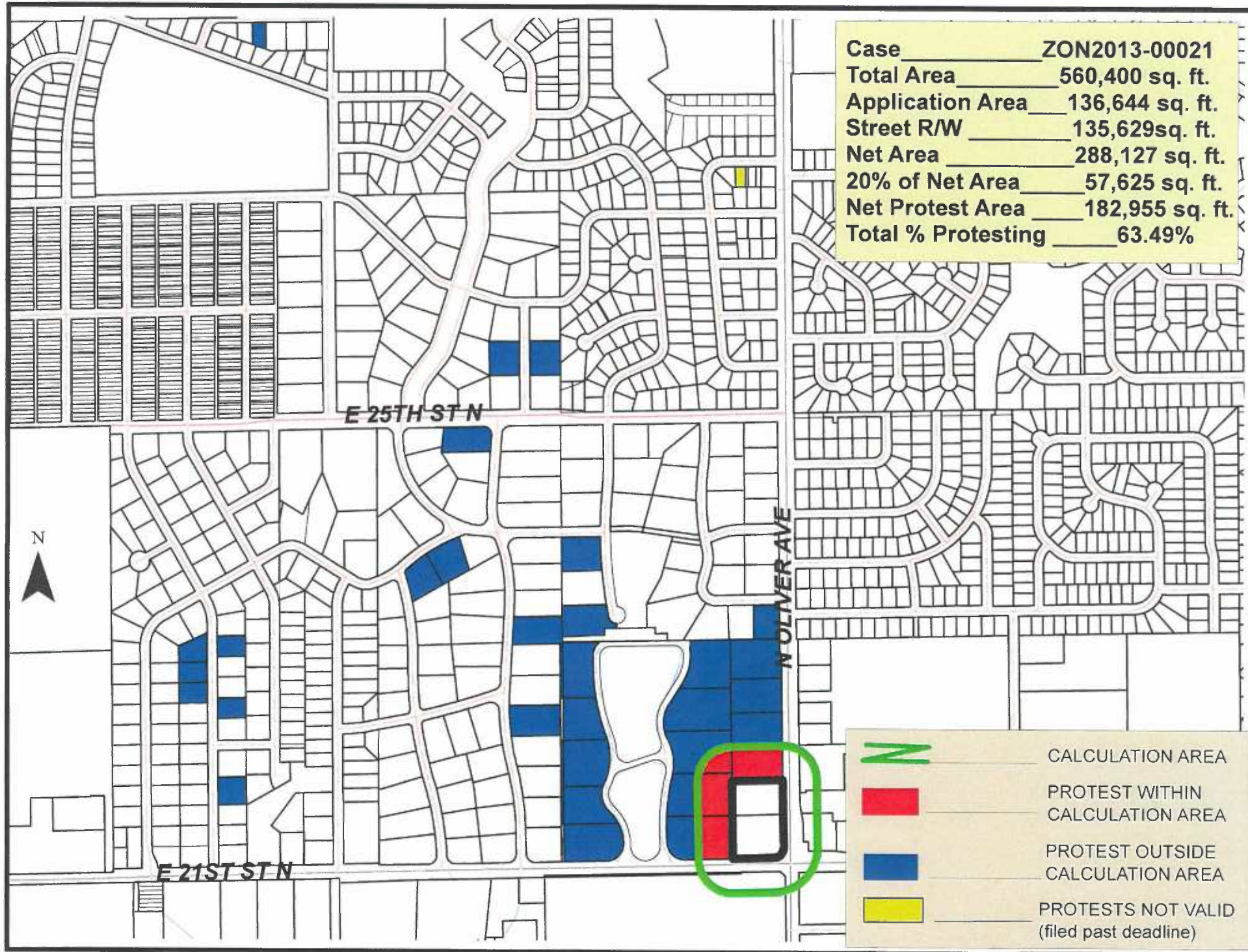
Board members shared concerns of traffic impact, safety, the tradition of the neighborhood, and drainage.

**DAB members voted 8-0 to recommend denial of the zone change request.**

Please review this information when this request is considered.







9-26-13 MAPC

HAND OUT

ITEM # 4

**Crockett, Maryann**

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**From:** Doug Crow [dwcrow777@mac.com]  
**Sent:** Tuesday, September 24, 2013 9:50 PM  
**To:** Crockett, Maryann; Miller, Dale  
**Subject:** Case Number #ZON2013-00021

Sir/Ma'am

We are requesting that the proposed re-zoning, noted by the case number referenced in the subject line above, be denied.

The following is a list of our concerns and opinions regarding the rezoning

1. There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
2. There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change.
3. It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
4. Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
5. Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7
6. The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic
7. If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future. It appears there is already commercial property not being fully utilized in the immediate area.

For the above reasons, we are opposed to the rezoning.

Respectfully Submitted,

Doug and Julie Crow

9-26-13 MAPC

HAND OUT

ITEM #4

**Crockett, Maryann**

**From:** Shoutout\_99@yahoo.com  
**Sent:** Tuesday, September 24, 2013 10:03 PM  
**To:** Crockett, Maryann  
**Cc:** Miller, Dale; Christina Unrein; shane unrein  
**Subject:** #ZON2013-00021 opposition

Mary Ann Crockett,

Please add our opposition to re-zone #11 & #12 Crestview Lakes to the file for case #ZON2013-00021. We just purchased a house in this neighborhood of 16 houses in June. A large reason that my husband even agreed to look at our current house in a neighborhood so close to WSU and some questionable areas was due to the park like setting and the expansiveness of the open space. We looked over the City's Comprehensive Plan for future land use to confirm that the area is to remain residential and read the Restrictive Covenants which allow only single-family homes on the lots. We understand that it will be beneficial to the requesters to have this zoning change made, but feel that it will destroy a large part of the fabric of our neighborhood. If these lots are re-zoned and set a precedence, what is to stop the next lot in our neighborhood from requesting the same re-zoning action. It would seem logical that the surrounding neighbors that are in this neighborhood for the park setting would want to jump ship and make some additional money while they are at it (by re-zoning their property to LC also) to get away from a new higher use if the re-zoning is approved. We also have some issues with helping people that seem less than responsible get ahead when they haven't contributed their fair share to society by paying property taxes in the last 3 years. The scariest issue for us is that the dynamics of our unique setting will be affected forever by this decision. No matter what the requester initially wants to build, the uses in the future can be anything in LC by right without the input of us neighbors if this zoning change is approved (except for uses explicitly taken away when the approval is granted). There are under-utilized commercial properties close by waiting for an investor. The commons area usage is also a large concern. We currently expect single-family usage rates in the commons and on the private road. Many challenges and costs (including the possibility of large court costs that will have to be paid by all the Crestview Lakes neighbors due to a complete opposite view compared to the original spirit of how this neighborhood and the commons are to function if this zoning change is approved) will be pushed onto the remaining 14 neighbors. Increased traffic on the corner of 21st and Oliver sure seems to be a large safety risk too. We agree with the other concerns mentioned below, yet wanted to add our view as a new neighbor to the mix. The benefits that the requesters will receive with this proposed zoning change is dwarfed compared to the struggles and costs the neighbors will pay. Please file our opposition. If clarification is required, please feel free to contact us.

Thanks for your consideration and time!  
Shane & Christina Unrein  
#7 Crestview Lakes Est  
260-2778

Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7

Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas

Advertising and Signage cluttering views.

Potential special assessments for road and infrastructure improvements

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic



If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future

It appears there is already commercial property not being fully utilized in the immediate area.

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

9-26-13 MAPC

HANDOUT

ITEM #4

Miller, Dale

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**From:** Cornerstone Studios [cornerstone@cornerstonestudios.com]  
**Sent:** Tuesday, September 24, 2013 9:33 PM  
**To:** Crockett, Maryann  
**Cc:** Miller, Dale  
**Subject:** Request for Denial of proposed re-zoning case ZON2013-00021 concerning the properties of 11 and 12 Crestview Lakes Drive

To Whom It May Concern:

As a homeowner in the neighborhood where the proposed re-zoning action is being undertaken, along with serving as the acting president of the Crestview Lakes Homeowner's Association in addition to serving as a CORE Team leader of the LOVE Wichita service day, I am requesting the proposed re-zoning noted by the above case number be denied.

The following is a list of my concerns and opinion in this matter.

- 1) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
- 2) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.
- 3) It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a

zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

- 4) In light of the history of past burglaries and break-ins in the adjacent neighborhood, a re-zoning would cause increased security concerns.
- 5) Re-zoning would potentially increase the intrusion on privacy, cause increased litter and offensive odors along with increased and offensive noise.
- 6) Re-zoning would increase the presence of offensive and objectionable light caused by tall commercial light poles and bright lights that would be on twenty-four hours a day.
- 7) The introduction of commercial dumpsters could introduce or increase insects and vermin problems in the area.
- 8) The increase in pedestrian and motorized vehicle traffic in the area could result in people intruding in the established private drive and commons lake area in the adjacent neighborhood.
- 9) Commercial development of the property could cause additional water drainage and runoff issues in the neighborhood with water draining off asphalt or concrete parking areas.
- 10) The addition of commercial advertising and signage will clutter the parklike views.
- 12) Potential special assessments for road and infrastructure improvements would be a burden on the residents in the area.

- 13) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver will result in more accidents.
- 14) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 15) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 16) It appears there is already commercial property not being fully utilized in the immediate area.
- 17) Some existing commercial property in this area is already not well maintained and is an eyesore.
- 18) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.
- 19) If the re-zoning request is approved, we would desire protective conditions that there are no apartment buildings, and no 24-hour businesses or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, or sells gasoline.

Thanks in advance for your time and consideration to this matter.

Sincerely,

Steven D. Falke  
#3 Crestview Lakes Estates

9-26-13 MAPC

HAND OUT

ITEM #4

Miller, Dale

**From:** Byron Nielsen [byron.nielsen@gmail.com]  
**Sent:** Tuesday, September 24, 2013 9:16 PM  
**To:** Crockett, Maryann  
**Cc:** Miller, Dale  
**Subject:** Our Objections to Re-Zoning of 21st and Oliver (NW corner)

My wife and I recently purchased a property immediately adjacent to the primary re-zoning property. We are directly to the west. We have lived here for little more than 2 months. We purchased our house in large part due to the park-like setting, the charm of the well-kept neighborhood, and the convenience of many amenities within a 1 mile radius without having them on the back doorstep. This location is convenient enough. The traffic, security, pollution, and property value concerns for re-zoning so close to this neighborhood are listed below and are those I share with an overwhelming majority of my new neighbors. Please let our neighborhood remain park-like and peaceful...

**Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive**

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7

Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas

Advertising and Signage cluttering views.

Potential special assessments for road and infrastructure improvements

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic

If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future

It appears there is ~~already commercial property not being fully utilized in the immediate area~~

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline. No apartments.

Thank you for your consideration.

Sincerely submitted and approved,

Byron & Kate Nielsen  
#2 Crestview Lakes Est.  
Wichita, KS 67220

9-26-13 MAPC

HAND OUT

ITEM #4

Crockett, Maryann

**From:** Julia Falke [jfalke@eastminster.org]  
**Sent:** Thursday, September 26, 2013 8:09 AM  
**To:** Crockett, Maryann  
**Subject:** Proposed Re-zoning of #11 & #12 Crestview Lakes ZON2013-00021 request for denial

To Whom It May Concern:

I am homeowner and live in the Crestview Lakes neighborhood with my husband where the proposed re-zoning for #11 & 12 to LC action is being undertaken. I am adamantly requesting the proposed re-zoning noted by the above case number be denied.

The following is a list of my concerns and opinion in this matter.

1) Values of homes in this area have held or increased with #5 being sold in 2000 for \$195,000.00 then more recently in 2007 for an increased price of \$243,000.00 and #7 being sold in 2003 for \$200,000.00 and in 2013 for \$300,000.00 again a significant increase in value. A zoning change would surely negatively effect the home values of the adjacent properties to the proposed lots then having a domino affect into the neighborhood.

There may be opinion to support limited commercial zoning in some areas due to the run-down condition of the homes and cost to repair those homes being "prohibitive" and that a better option is to put in new commercial businesses to revitalize the area. That quite obviously is not the condition of our adjacent residential neighborhood and we do not want an increased area for commercial businesses.

2) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood. Any development would back right up to the adjacent properties. A young couple just purchased #2 and what a tragedy to have purchased specifically for the beauty and privacy in this area to find out that efforts are being made that will change those very things.

3) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. Go another mile to Woodlawn and there is more gas, groceries, banks, food, and additional shopping. One more mile further and you are into the Rock Rd. and 21st area where there is shopping and services galore. Our neighborhood does not require nor desire anymore commercial services closer than they already are. Over-commercialization of this type could most certainly be detrimental to other businesses in the area and create potential for declines in those neighboring area and increased blight.

4A) We discovered this gem in Northeast Wichita and love the "country in the city" feel from the serene park-like neighborhood, as do our the neighbors with whom we share it. The surrounding area has many wonderful bodies of water that extends this feel well beyond the borders of our private drive and commons lake area. Introduction of additional commercial space will intrude on the park-like setting of this unique NE Wichita



subdivision that is comprised of single family homes on large well-maintained properties and the lovely surrounding area which is currently residential and zoned SF-5.

4B) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

The development of that corner would most likely involve clearing all the large established trees and surrounding landscaping intruding on this wonderful wildlife and waterfowl habitat and increased traffic puts those animal at greater risk. We are so blessed to have a wide variety of animals including deer, fox, and rabbits along with geese, ducks cranes and other waterfowl. In addition the introduction of potential underground gasoline storage tanks greatly increases the risk of contamination of the area.

Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

5) A re-zoning would cause increased security concerns from foot traffic and vehicle traffic with people potentially ignoring the private signs and encroaching on our private commons area. When this has happened in the past we have been encouraged to contact the police and there is the likelihood of the necessity of increased police support and the cost that accompanies that. The fact that there is no buffer area between the proposed properties with the adjacent residential lots increases the chance for attempted access to those properties.

Increased vehicle traffic due to people attempting to turn around to get back out to 21st street, attempting to cut through our neighborhood to miss the traffic at the light not realizing there is no access into the neighborhood to the north, ignoring the private drive signs, or heavy delivery trucks entering for the above mentioned reasons, will cause additional wear and damage to a private road that the city does not maintain. This in turn will cause a financial hardship on the residents for repairs or modifications to try to stop the intrusion.

6) Re-zoning would increase the intrusion on privacy including but not limited to: increased litter and offensive odors along from gasoline, food waste, general trash, increased and offensive noise from additional traffic both motor vehicle and people, music from establishments, potential use of amplified PA sound systems both inside and outdoors. We love to enjoy the nature's night sounds and the fresh air from open windows that could become a thing of the past if we must shut doors and windows especially when attempting to get sleep.

7) Re-zoning would increase the presence of offensive and objectionable light caused by tall commercial light poles and bright lights that would be on extended hours again intruding on our privacy.

8) The introduction of commercial dumpsters could introduce or increase insects and vermin problems in the area.

9) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver could result in more accidents.

- 10) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 11) The addition of commercial advertising and signage will clutter the parklike views and neighborhood feel.
- 12) Potential special assessments for road and infrastructure improvements would be a burden on the residents in the area.
- 13) The increase in motor vehicle traffic in an already congested intersection at 21st and Oliver will result in more accidents.
- 14) Commercial development of the property could cause additional water drainage and runoff issues in the neighborhood with water draining off asphalt or concrete parking areas rather than soaking into the present grassy and landscaped areas. Causing increased drainage into the neighboring yards with an increased potential of harmful petrochemicals being carried in.
- 15) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 16) It appears there is already commercial property not being fully utilized in the immediate area.
- 17) Some existing commercial property in this area is already not well maintained and is an eyesore.
- 18) We have received a copy of the staff report recommending that the zoning request be denied. we appreciate the inclusion of the protective overlays being requested if that recommendation is ignored. We strongly request the addition of some additional protective conditions that there are no apartment buildings considering that apartment complexes in the area are not 100% rented, no 24-hour businesses or business open later than 9pm, no alcohol or tobacco sales, no business that plays loud music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, or has gasoline sales.

Thanks in advance for your time and consideration to this matter.

Sincerely,

Julia Diana Prater Falke  
#3 Crestview Lakes Estates

Sent from my iPhone

1-26-13 MARC  
Crockett, Maryann

HAND OUT

ITEM #4

**From:** Hava Niceday [rulate98@yahoo.com]  
**Sent:** Wednesday, September 25, 2013 3:27 PM  
**To:** Crockett, Maryann  
**Cc:** Miller, Dale  
**Subject:** proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

Dear Mary Ann,

I am the owner of #8 Crestview Lakes Estates, only a few houses away from the proposed rezoning at the northwest corner of Oliver and 21st Street.

Every neighbor I have spoken with agrees with me, that such rezoning would be to the detriment of the neighborhood, and also be blight to the city of Wichita in general.

We neighbors have compiled a list of concerns, listed below.

In particular, I am concerned about the increase in crime, as I was burglarized last year, and additional transient customers will certainly increase the likelihood of that reoccurring.

Also, I am very concerned about any increase in vehicular traffic to the handicapped citizens who utilize electric scooters and wheelchairs to navigate the sidewalks in the immediate vicinity of the proposed rezoning.

Sincere thanks,  
Walter P. Bell  
#8 Crestview Lakes Estates  
tele: 316-312-3964

Opinions and concerns of the Homeowners regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive:

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter.

- 1) There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.
- 2) There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight. It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
- 3) Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
- 4) Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

- 5) Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7 Introduction of Dumpsters that could introduce or increase insects and vermin problems in the area.
- 6) Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.
- 7) Potential water drainage issues with water draining off of asphalt or concrete parking areas.
- 8) Advertising and Signage cluttering views.
- 9) Potential special assessments for road and infrastructure improvements Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.
- 10) The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.
- 11) If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.
- 12) It appears there is already commercial property not being fully utilized in the immediate area.
- 13) Some existing commercial property in this area is not well maintained and is an eyesore.
- 14) Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental effect on wildlife in the area.
- 15) If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline, and also exclusion of apartment buildings, especially in light of the fact that the Grove Apartments nearby are not 100% occupied.

9-26-13 MAPC

HAND OUT

ITEM #4

Crockett, Maryann

From: CRAIG [craigtolson@sbcglobal.net]  
Sent: Wednesday, September 25, 2013 1:53 PM  
To: Crockett, Maryann  
Cc: Miller, Dale  
Subject: Zoning Rejection Letter.doc

Date: 9-23-2013

To: Mary Ann Crockett <[mcrockett@wichita.gov](mailto:mcrockett@wichita.gov)>  
Dale Miller <[dmiller@wichita.gov](mailto:dmiller@wichita.gov)>

Sent: September 25, 2013

Subject: Proposed Re-zoning of #11 and #12 Crestview Lakes Drive  
Labeled case # ZON2013-00021

Mary and Dale;

We are Craig, Helen, and Christian Tolson. We live a 4 Crestview Lakes Est. and we are adjacent to #12 to our East and would be directly impacted by this proposed change.

I am writing to let you know that **we DO NOT APPROVE** and **Request that the Application be denied.**

This proposal appears to have a large number of undefined, or negative, impacts on our neighborhood and personal properties rather than benefits.

Some of our concerns and opinions are as follows:

There are No Guarantees of how the Properties will be used, and no going back once the changes have been made.

There are already gasoline, grocery, pharmacy and other commercial Conveniences within a mile or less of the proposed zoning change.

It appears there is already commercial property not being fully utilized in the immediate area.

Some existing commercial properties in this area are not well maintained and are an eyesore.

Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

Increased motor vehicle traffic in an already congested intersection will likely result in more accidents and safety issues.

The Timbers and Cerebral Palsy Institutes are nearby. Many disabled individuals and students who would be forced to contend with the increase in traffic that would be seen by the approval of this proposal.

The introduction of commercial Dumpsters could draw insects and vermin to the area.

There is a Potential water drainage issues with water draining off of asphalt or concrete parking areas at an increased rate.

There is the potential for an additional increase in water drainage issues that currently plague our South Lake with run-off from 21<sup>st</sup> street that in effect makes this pond a settling basin for road pollutants.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

Properties Adjacent to LC properties tend to be less desirable to potential homeowners, which would affect the resale value of our homes.

There are Security issues, in light of the history of past burglaries and break-ins in the adjacent neighborhood.

There could also be an increased opportunity of intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

There would likely be an increased in Offensive Light, caused by tall light poles and bright lights that would be on extended hours.

An Increase in pedestrian and motorized vehicle traffic would likely result in people intruding in the established private drive and commons lake area.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single-family homes on large well-maintained properties and the surrounding area, which is currently residential, and zoned SF-5.

Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

There will also be issues with the titles of our properties considering the redistribution of ownership and access concerns to the commons that are currently reflected on our ownership documents.

Our family, or our home owners association were not informed of this request or its proposed benefits in advance of being notified by the city, so we are hard-pressed to identify any benefits this might offer us.

Thank you for this opportunity.

Craig A. Tolson

9-26-13

MAPC

HANDOUT

ITEM #4

**Crockett, Maryann**

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**From:** scott.cherise@juno.com  
**Sent:** Wednesday, September 25, 2013 1:51 PM  
**To:** Crockett, Maryann; Miller, Dale  
**Subject:** Case #ZON2013-00021 concerns

Mary Ann Crockett and Dale Miller,

Please add our opposition to the re-zoning of #11 & #12 Crestview Lakes to LC. We just purchased our house in this neighborhood about 6+ years ago. We enjoy our proximity to WSU & other amenities, but really enjoy the "park like" feeling the neighborhood has. Our HOA Covenants only allow single-family homes on the lots and we would like to keep it that way despite what might be beneficial (short or long term) to the requesters of this rezoning request. Granting this request may set in motion the unintended consequence of changing all the lots on Oliver to LC, and then our back yards & "park like" feeling would be ruined (not to mention our tax appraisal values). We want responsible neighbors (short & long term) no matter what happens; hopefully we will not have to go to court to get that. In addition, traffic is already an issue during the daytime hours and this would increase vehicle traffic/noise and pedestrian safety (lots of WSU students) at the corner in question.

We agree with the other concerns mentioned below, yet wanted to add our view as a neighbor to the mix. Please file our opposition. If clarification is required, please feel free to contact us. Thanks for your time.

Scott & Cherise Langenberg  
#5 Crestview Lakes Est  
683-6671 H / 371-8226 C

Opinions/Concerns of homeowners near the Re-Zoning of #11 & #12 Crestview Lakes Estates >> Case #ZON2013-00021

We are requesting that the proposed re-zoning noted by the above case number be denied

The following lines are a list of our concerns in this matter:

There is no appropriate land buffer, such as a street, between the proposed re-zoned properties and the adjacent neighborhood.

There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away of this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties. The surrounding area is also currently all residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter, and offensive odors along with increased and offensive noise.



Increased and Offensive Light caused by tall light poles and bright lights that might be on 24/7.

Introduction of dumpsters that could introduce or increase insects and vermin problems in the area.

Increase in pedestrian and vehicle traffic that could result in people intruding onto established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas.

Advertising and Signage cluttering views along main roads or driveways.

Potential special assessments for road and infrastructure improvements.

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic

If the new zoning is approved, there are no guarantees as to what form the commercial development might become in the future

It appears there is already commercial property & apartments (both not being fully utilized) in the immediate area.

Some existing commercial property in this area is not well maintained and is an eyesore.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife (deer, fox, raccoons, & turkeys) in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering, and no business that sells gasoline.

9-26-13 MAPC

HAND OUT

ITEM #4

**Re-Zoning case #ZON2013-00021  
For #11 and 12 Crestview Lakes Drive**

**Opinions and Concerns:**

We are requesting that the proposed re-zoning noted by the above case number be denied.

The following is a list of our concerns and opinions in this matter:

There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood.

It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.

Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.

Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.

Increased and Offensive Light caused by tall light poles and bright lights that would be on 24/7.

Introduction of dumpsters that could introduce or increase insects and vermin problems to this area.

Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.

Potential water drainage issues with water draining off of asphalt or concrete parking areas.

Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.

The Timbers and Cerebral Palsy Institutes are nearby and the sidewalk is used by many disabled individuals who would be forced to contend with the increase in traffic.

If the new zoning is approved, there are no guarantees as to what form the commercial development could take in the future.

Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

If the re-zoning request is approved, we would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

Signed by  
Bang Kim Pham  
9 Crestview Lakes Est  
Wichita, KS 67220

9-26-13 MAPC

HANDOUT

ITEM # 4

**Crockett, Maryann**

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**From:** Donna Sweet [dsweet@kumc.edu]  
**Sent:** Wednesday, September 25, 2013 10:21 AM  
**To:** Crockett, Maryann  
**Cc:** Miller, Dale  
**Subject:** Concerns regarding the proposed re-zoning case #ZON2013-00021 #11 and 12 Crestview Lakes Drive

We are requesting that the proposed re-zoning noted by the above case number be denied. We reside at #6 Crestview Lakes Estates and a portion of our property directly abuts to the proposed re-zoning property. We have a number of immediate concerns about this type of rezoning that directly affects our unique neighborhood in this part of the city:

- There is no appropriate land buffer such as a street between the proposed re-zoned properties and the adjacent neighborhood. As I stated above, our property directly abuts the proposed rezoning property and will directly affect our quality of life and safety in our home.
- There is already gasoline, grocery, pharmacy and other commercial convenience within a mile or less of the proposed zoning change. It is not necessary for these services to be less than a mile away in this neighborhood. Over-commercialization of this type would most certainly be detrimental to the area and create potential for increased blight.
- It will intrude on the park-like setting of this unique NE Wichita subdivision that is comprised of single family homes on large well-maintained properties and the surrounding area which is currently residential and zoned SF-5. Allowing a zoning change of this type would not promote and protect the preservation of the unique residential areas of our city.
- Security issues in light of the history of past burglaries and break-ins in the adjacent neighborhood.
- Intrusion of privacy, increased litter and offensive odors along with increased and offensive noise.
- Increased and offensive light caused by tall light poles and bright lights that would be on 24/7
- Introduction of dumpsters that could introduce or increase insects and vermin problems in the area.
- Increase in pedestrian and motorized vehicle traffic that could result in people intruding in the established private drive and commons lake area.
- Potential water drainage issues with water draining off of asphalt or concrete parking areas
- Advertising and signage would clutter views.
- Potential special assessments for road and infrastructure improvements are of great concern to all the homeowners in the area.

- Increase in motor vehicle traffic in an already congested intersection resulting in more accidents.
- With the Cerebral Palsy Research Foundation and the Timbers housing nearby, there are many disabled individuals who utilize the sidewalks surrounding the area. The increase in traffic in an already congested area would place them in harms way.
- A number of students walk from the apartments just east of our area to classes at Wichita State. The increase in traffic caused by additional commercial establishment would also place this pedestrian traffic at risk of harm.
- Because of the nearby watershed and wildlife preserve, commercialization of the area, especially with the potential of added environmental impact, will have a negative and detrimental affect on wildlife in the area.

***If the new zoning is approved:***

- There are no guarantees as to what form the commercial development could take in the future. There is already commercial property not being fully utilized in the immediate area. Some of the existing commercial property in this area is not well maintained and is an eyesore.
- We would desire protective conditions that there is no 24-hour business or business open later than 9pm, no alcohol or tobacco sales, no business that plays music through a PA system or allows live music to be played or consists of any type of outdoor seating or gathering or sells gasoline.

Thank you for your attention to this matter.

Donna E. Sweet, MD and George H. Sweet PhD  
 #6 Crestview Lakes Estates  
 Wichita, KS 67220

## Miller, Dale

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**From:** Wilson, Kathy L  
**Sent:** Friday, October 04, 2013 11:27 AM  
**To:** Miller, Dale; Schiffelbein, Jim  
**Subject:** You received a Phone Call, contact Ms. Barbara Morgan. *ZON 2013-21*

**Date and Time:** 10/4/2013 11:25:00 AM  
**Message Type:** a Phone Call  
**MessageReadPage:** a Phone Call  
**Please Contact:** Ms. Barbara Morgan

Cell ph 239-898-2596 owns property at 13 Crestview Lakes. Ms. Morgan called from out of state to advise she opposes the zoning change scheduled for property at 21<sup>st</sup> and Oliver.

Wichita, Kansas  
October 28, 2013  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Stephen Coberley, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated October 21, 2013 were read and on motion approved.

Bids were opened October 25, 2013, pursuant to advertisements published on:

**Douglas Ave. Bus Facility Improvements ;( Market Street to Washington Avenue) 472-85080 (716138/716139/716140/716141)**

Bids Rejected

**2013 Golf Course Parking Lot Repairs at Tex Consolver, L.W. Clapp, and Auburn Hills (north of 63rd Street South, east of 135th Street West) (472-85125/785997/786001/785998/440154) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, IV) 2013 Golf Course Parking Lot Repairs; (north of 63<sup>rd</sup> Street South, east of 135<sup>th</sup> Street West) 472-85125 (786001/785998/785997)**

Cornejo and Sons LLC\* - \$321,700.00

\*Awarded for the Engineer's Estimate

**2013 Contract Maintenance CIP Concrete Repairs Ph 2 (north of 63rd Street South, east of 135th Street West) (472-85087/707045/620570/636246/133116/211510/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District II, III)**

Barkley Construction\* - \$598,400.00

\*Awarded for the Engineer's Estimate

The Purchasing Manager recommended that the contract be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: Demolition and Site Clearance.**

Bradburn Wrecking - \$79,000.00 Group 1  
H D Mills and Sons Inc. - \$128,419.00 Group 2

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: Thermal Imaging Camera.**

Defer one week

**PUBLIC WORKS AND UTILITIES/WATER DISTRIBUTION: Itron Mobile Collector.**

National Meter and Automation, Inc.\* - \$84,000.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES/SEWAGE TREATMENT DIVISION: Spiral Assembly for Plant 3 Heilsieve 500.**

Fluid Equipment\* - \$42,172.10

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Martha Strayer, Administrative Assistant,  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk



Wichita, Kansas  
November 4, 2013  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fannie Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated October 28, 2013 were read and on motion approved.

Bids were opened November 1, 2013, pursuant to advertisements published on:

**37<sup>th</sup>, Broadway to Hydraulic; (37<sup>th</sup>, Broadway to Hydraulic) 87N-0567-01/472-84692**

Bids Rejected

**Storm Water and Sewer #670, 468-84888 (751521) Jennie Street and Jennie Court 472-85103 (766297) Bay Country Addition**

Cornejo and Sons, LLC - \$54,790.00 – Group 1  
                                  \$211,293.84 – Group 2  
                                  \$266,083.84 Bid Total

**2013 Sanitary Sewer Reconstruction Phase 10; (north of Maple, east of Seneca) 468-84910 (620648)**

Forshee Plumbing, LLC - \$108,117.50

**2013 Contract Maintenance CIP Arterial Concrete Repairs on Harry, from Washington to Grove; (Harry, from Washington to Grove) 472-85095 (707038/620570/636246/133116)**

PPJ Construction\* - \$169,100.00  
                                  \*Awarded for the Engineer's Estimate

The Purchasing Manager recommended that the contract be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: 10 foot Power Reversing Snowplow.**

Midwest Truck Equipment - \$29,496.00 – Base Bid

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES – Maintenance Audio Visual Equipment City.**

Douglas Production Group\* - \$2,145.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**POLICE DEPARTMENT/LABORATORY DIVISION: Ruvis Mobile Workstation with Lab setup option.**

Arrowhead Scientific - \$46,900.00

\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**POLICE DEPARTMENT/LABORATORY DIVISION: Tracer Forensic Laser System.**

Arrowhead Scientific - \$43,000.00

\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (b)

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: Thermal Imaging Camera.**

Defer two weeks.

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Martha Strayer, Administrative Assistant,  
Department of Public Works

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Karen Sublett  
City Clerk

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL NOVEMBER 5, 2013**

- a. Water Distribution System to serve Bellechase 3rd Addition (north of Harry, east of 127th Street East) (448-90576/735484/470157) Does not affect existing traffic. (District II) - \$100,000.00
- b. Rocky Creek to serve Bellechase 3rd Addition (north of Harry, east of 127th Street East) (472-85078/766290/490308) Does not affect existing traffic. (District II) - \$892,000.00
- c. Water Distribution System to serve The Woods Addition (east of 151st Street West, north of Maple) (448-90505/735493/470166) Does not affect existing traffic. (District V) - \$60,480.00
- d. Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (448-90555/735495/470168) Does not affect existing traffic. (District II) - \$69,000.00
- e. Lateral 430, Four Mile Creek Sewer to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (468-84822/744357/480049) Does not affect existing traffic. (District II) - \$150,000.00
- f. 2013 Contract Maintenance CIP Concrete Repairs Phase I (north of 63rd Street South, east of 135th Street West) (472-85086/707045/132726/620570/636246/133116/211510/132726/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,IV) - \$804,000.00

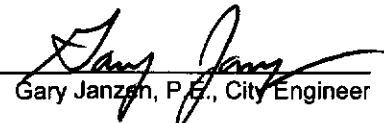
To be Bid: October 18, 2013

**PRELIMINARY ESTIMATE of the cost of:**Water Distribution System to serve Bellechase 3rd Addition  
(north of Harry, east of 127th Street East)All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.**GROUP 1 - LUMP SUM BID ITEMS (735484)**

1	Pipe, WL 8"	2,571	lf
2	Pipe, WL, D1CL 8"	15	lf
3	Connect to Existing Main	2	ea
4	Valve Assembly, Anchored 8"	2	ea
5	Valve Assembly 8"	2	ea
6	Fire Hydrant Assembly	4	ea
7	Valve Assembly, Blowoff 2"	2	ea
8	Plug, CIMJ 8"	2	ea
9	Site Clearing	1	LS
10	Site Restoration	1	LS
11	Seeding	1	LS

**Construction Subtotal**Design Fee  
Engineering & Inspection  
Administration  
Publication**Total Estimated Cost****\$100,000.00**CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City EngineerSworn to and subscribed before me this \_\_\_\_\_  
(DATE)\_\_\_\_\_  
City Clerk470157 (735484) 448-90576  
Page \_\_\_\_\_EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
 Rocky Creek to serve Bellechase 3rd Addition  
 (north of Harry, east of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**Group 2 - Lump Sum Bid Items (766290)**

1	AC Pavement 5" (3" Bit Base)	7,740	sy	17.00	131,580.00
2	Crushed Rock Base 5", Reinforced	9,450	sy	9.00	85,050.00
3	Concrete Pavement (VG) 7" (Reinf)	140	sy	32.00	4,480.00
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	4,764	lf	9.00	42,876.00
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	50	lf	8.00	400.00
6	Concrete Sidewalk 4"	7,500	sf	6.00	45,000.00
7	Wheelchair Ramp w/ Detectable Warnings	2	ea	800.00	1,600.00
8	Inlet Hookup	8	ea	500.00	4,000.00
9	Saw Cut	64	lf	20.00	1,280.00
10	Mass Grading	1	LS	80,000.00	80,000.00
11	Ditch Grading	52	lf	40.00	2,080.00
12	Channel Grading	115	lf	40.00	4,600.00
13	MH Reconstructed	3	ea	1,000.00	3,000.00
14	MH Adjusted w/ New Ring & Cover	2	ea	1,200.00	2,400.00
15	Pipe, SWS 18", RCP	903	lf	25.00	22,575.00
16	Pipe, SWS 24", RCP	1,132	lf	30.00	33,960.00
17	Pipe, SWS 24", RCP Stub	1	ea	500.00	500.00
18	Pipe, SWS 36", RCP	907	lf	35.00	31,745.00
19	Pipe, SWS 48", RCP	127	lf	40.00	5,080.00
20	Pipe, 8" PVC Riser	1	LS	600.00	600.00
21	Pipe, 4" PVC	65	lf	20.00	1,300.00
22	Inlet, Curb (Type 1A) (L=10' W=3')	9	ea	2,800.00	25,200.00
23	Inlet, Curb (Type 1A) (L=10' W=4')	1	ea	2,800.00	2,800.00
24	MH, Water Quality (5'), Hydroguard HG5	1	ea	6,000.00	6,000.00
25	MH, Standard SWS (5')	2	ea	3,300.00	6,600.00
26	MH, Standard SWS (5'), w/ beehive top	1	ea	3,300.00	3,300.00
27	MH, Standard SWS (6'), w/ beehive top	2	ea	3,500.00	7,000.00
28	MH, Shallow SWS (4'), w/ beehive top	3	ea	2,800.00	8,400.00
29	MH, Shallow SWS (5'), w/ beehive top	2	ea	3,200.00	6,400.00
30	MH, Shallow SWS (6'), w/ beehive top	2	ea	3,600.00	7,200.00
31	MH, Special Shallow SWS (4')	3	ea	3,200.00	9,600.00
32	Connect to Existing Inlet	2	ea	600.00	1,200.00
33	Weir Wall, North Pond	1	LS	5,000.00	5,000.00
34	Rock Check Dam	1	ea	2,000.00	2,000.00
35	Rip-Rap, Heavy Stone	237	sy	100.00	23,700.00
36	Rip-Rap, Light Stone	480	sy	70.00	33,600.00
37	Fill, Flowable	204	lf	60.00	12,240.00
38	Trees, Removed	1	LS	250.00	250.00
39	Site Clearing	1	LS	2,000.00	2,000.00
40	Site Restoration	1	LS	3,000.00	3,000.00
41	Seeding, Permanent	1	LS	2,000.00	2,000.00
42	Seeding, Native Blend	1	LS	1,452.00	1,452.00
43	Seeding, Temporary	1	LS	500.00	500.00
44	Plantings, Aquatic Species	1,220	sf	4.00	4,880.00
45	Signing	1	LS	1,000.00	1,000.00

**Group 2 - Measured Quantity Bid Items (766290)**

46	BMP, Curb Inlet Protection	12	ea	50.00	600.00
47	BMP, Drop Inlet Protection	12	ea	50.00	600.00
48	BMP, Ditch Check	24	ea	50.00	1,200.00

49	BMP, Erosion Control Mat	64,551	sf	1.00	64,551.00
50	BMP, Construction Entrance	1	ea	800.00	800.00
51	BMP, Silt Fence	3,000	lf	1.00	3,000.00
52	Inlet Underdrain	200	lf	3.00	600.00

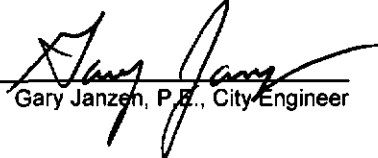
<b>Construction Subtotal</b>					<u>750,779.00</u>
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Design Fee					50,300.00
Engineering & Inspection					64,721.00
Administration					26,000.00
Publication					200.00

<b>Total Estimated Cost</b>					<u>\$892,000.00</u>
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CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

490308 (766290) 472-85078

Page \_\_\_\_\_

\_\_\_\_\_  
City Clerk

EXHIBIT \_\_\_\_\_

To be Bid: October 18, 2013

**PRELIMINARY ESTIMATE of the cost of:**

Water Distribution System to serve The Woods Addition  
(east of 151st Street West, north of Maple)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**Lump Sum Bid Items**

1	Pipe, WL 6"	466	lf
2	Pipe, WL 8"	1,257	lf
3	Pipe, WL 8", DICL	6	lf
4	Fire Hydrant Assembly	2	ea
5	Valve Assembly, Blowoff 2"	4	ea
6	Valve Assembly, 8"	2	ea
7	Valve Assembly, Anchored 8", Special	3	ea
8	Seeding	1	LS
9	Site Clearing	1	LS
10	Site Restoration	1	LS

**Measured Quantity Bid Items**

11	BMP, Construction Entrance	1	ea
12	BMP, Silt Fence	300	lf

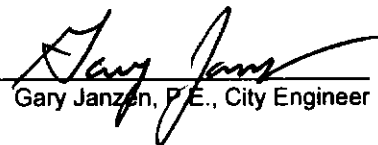
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Water Dept

**Total Estimated Cost****\$60,480.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

470166 (735493) 448-90505  
Page \_\_\_\_\_

**EXHIBIT**

To be Bid: October 18, 2013

**PRELIMINARY ESTIMATE of the cost of:**

Water Distribution System to serve Woods North 3rd Addition  
(south of 29th Street North, west of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**GROUP 1 - Lump Sum Bid Items (735495)**

1	Pipe, WL 6"	782	lf
2	Pipe, WL 6" DICL	10	lf
3	Pipe, WL 8"	1,063	lf
4	Fire Hydrant Assembly	2	ea
5	Valve Assembly, Blowoff 2"	4	ea
6	Valve Assembly, 6"	1	ea
7	Valve Assembly, 8"	3	ea
8	Valve Assembly, Anchored 8", Special	1	ea
9	Maintain Existing BMPs	1	LS
10	Seeding	1	LS
11	Site Clearing	1	LS
12	Site Restoration	1	LS

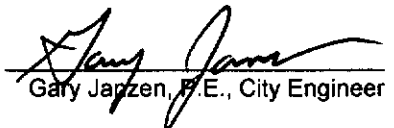
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost****\$69,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Jarzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

470168 (735495) 448-90555

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_



**PRELIMINARY ESTIMATE of the cost of:**

Lateral 430, Four Mile Creek Sewer to serve Woods North 3rd Addition  
(south of 29th Street North, west of 127th Street East)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

<b>GROUP 2 - Lump Sum Bid Items (744357)</b>		
1	Pipe, SS 8"	2,272 lf
2	Air Testing, SS Pipe	2,272 lf
3	MH, Standard SS (4')	6 ea
4	MH, Shallow SS (4')	3 ea
5	MH, Standard SS (5')	2 ea
6	Riser Assembly 4", Manhole Stub	3 ea
7	Riser Assembly 4", Vertical	14 ea
8	Pipe Stub, 4"	9 ea
9	Pipe Stub, 8"	1 ea
10	Fill, Flowable	117 lf
11	Fill, Sand (Flushed & Vibrated)	152 lf
12	Seeding	1 LS
13	Site Clearing	1 LS
14	Site Restoration	1 LS
<b>GROUP 2 - Measured Quantity Bid Items (744357)</b>		
15	MH, Joint Wrap	73 lf
16	BMP, Construction Entrance	1 ea
17	BMP, Silt Fence	842 lf

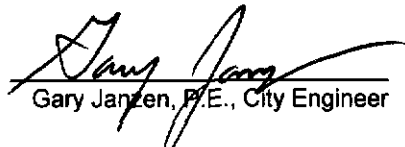
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost****\$150,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480049 (744357) 468-84822

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**  
2013 Contract Maintenance CIP Concrete Repairs Ph 1  
(north of 63rd Street South, east of 135th Street West)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

<b>MEASURED QUANTITY BID ITEMS (707045)</b>		
1	8" Reinf. Concr. Pvmnt. Repair	3,682 sy
2	6" Reinf. Concr. Pvmnt. Repair	10,050 sy
3	Partial Depth Joint Repair	200 sf
4	Comb. Curb & Gutter Repair	1,000 lf
5	Mono Edge Curb Repair	4,900 lf
6	6" Concr. Driveway Repair	3,364 sf
7	8" Concr. Driveway Repair	1,575 sf
8	7" Reinf. Concr. Valley Gutter Repair	350 sy
9	8" Reinf. Concr. Valley Gutter Repair	350 sy
10	Crushed Rock	750 tn
11	Crack Sealing Existing Pvmnt (RoadSaver #221 or equal)	2,565 lf
12	Wheelchair Ramp Construction w/Det. Warn.	20 ea
13	4" Sidewalk Rem & Repl	1,500 sf
14	6" Yellow or White Pvmnt Markings (Thermopl.)	500 lf
15	4" Yellow or White Pvmnt Markings (Thermopl.)	500 lf
16	Turn Arrow Pvmnt Markings (Thermopl.)	2 ea
<b>MEASURED QUANTITY BID ITEMS (132726)</b>		
17	8" Reinf. Concr. Pvmnt. Repair DO NOT BID	0 sy
<b>MEASURED QUANTITY BID ITEMS (620570)</b>		
18	Adj. SS MH using New Ring & Lid	4 ea
19	Adj. SS MH Ring & Lid	4 ea
<b>MEASURED QUANTITY BID ITEMS (636246)</b>		
20	Adj. Ring & lid for Water Meter Vaults	4 ea
21	Valve box ring & lid replacement	4 ea
<b>MEASURED QUANTITY BID ITEMS (133116)</b>		
22	SWS Manhole Adjustment w/new Ring & Lid	4 ea

**Construction Subtotal**

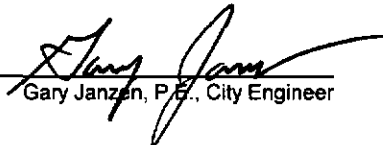
Engineering & Inspection (OCA# 707045)  
Administration (OCA# 707045)  
Administration OCA# 132726)  
Publication (OCA# 132726)  
Water Dept  
Contingency (OCA# 707045)  
Contingency (OCA# 132726)

**Total Estimated Cost**

\$804,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

3116 (707045/132726/620570/636246/133116) 472-85086

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Berkeley Square First Addition and Greenwich Office Park Second Addition  
(District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised petition and place the amending ordinance on first reading.

**Background:** On March 8, 2011, the City Council approved a petition for paving improvements to serve Berkeley Square First Addition and an unplatted tract. On April 26, 2011, a revised petition was approved by the City Council, which reflected a re-plat of a portion of Greenwich Office Park to Greenwich Office Park Second Addition. A second revised petition was approved by the City Council on August 2, 2011, which modified the fractional assessments and increased the project budget. Project construction was completed in September 2011, and bonded in the February 2013 bond sale. The project was funded by special assessments, which the City levied against the property owners following the bond sale.

On January 23, 2012, prior to the February bond sale, the developers submitted a third revised petition which decreased the budget and re-apportioned the special assessments. This petition was inadvertently not presented to the City Council for approval, so the special assessments levied against the property owners were based on the August 2, 2011 petition.

**Analysis:** The third revised petition is valid per Kansas Statute and is signed by 100% of the property owners. In order to correct the assessments to the property owners based on the final petition, Bond Counsel prepared Waivers of Supplemental Assessment Proceedings, which allow the City to re-apportion the assessments. All affected property owners have signed and submitted the required waivers. An amending ordinance has been prepared to correct the assessments and total bond amount.

**Financial Considerations:** There is no additional cost to the City associated with the assessment revisions.

**Legal Considerations:** The Law Department has reviewed and approved the revised petition and amending ordinance as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised petition, place the amending ordinance on first reading, and authorize the necessary signatures.

**Attachments:** Revised petition, amending ordinance, waivers.

## PAVING PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

### GREENWICH OFFICE PARK SECOND ADDITION

Lots 1 & 2, Block 1;

### BERKELEY SQUARE FIRST ADDITION

Lots 1 through 4, Block 1;

### UNPLATTED TRACT

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:  
BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right; said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING.

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

Greenwich Office Park Second Addition – Paving Petition  
GJA/cw 10382 REPETITION 3 #472-84959

Page 1

SOC - Feb 2013

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, pavement on Chesterfield from the north line of 13<sup>th</sup> Street to 330' North of the north line of 13<sup>th</sup> Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Eight Thousand Dollars (\$208,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2010.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 1, Block 1; Greenwich Office Park Second Addition shall pay \$30,430.00 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Second Addition shall pay \$23,940.00 of the total cost payable by the improvement district. Lots 1 and 3, Block 1; Berkeley Square First Addition shall each pay \$13,770.00 of the total remaining cost payable by the improvement district. Lot 2, Block 1; Berkeley Square First Addition shall pay \$11,150.00 of the total remaining cost payable by the improvement

district. Lot 4, Block 1; Berkeley Square First Addition shall pay \$24,840.00 of the total remaining cost payable by the improvement district. The Unplatted Tract shall pay 100% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.


2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK SECOND ADDITION</u></b> Lots 1 & 2, Block 1; Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>HCRI KANSAS PROPERTIES, LLC</b>  By:  Erin C. Ibele, Senior Vice President Administration & Corporate Secretary	

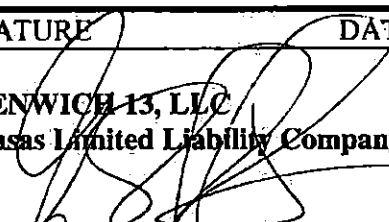
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<b><u>BERKELEY SQUARE FIRST ADDITION</u></b> Lots 1 through 4, Block 1; Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>NEXUS PROPERTIES, LLC</b>	

By:   
Tom M. Mack, Secretary



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>UNPLATTED TRACT</u></b> See legal description, page 1	 <b>GREENWICH 13, LLC</b> A Kansas Limited Liability Company	
	By: <b>Laham Development Co., LLC</b> <b>George E. Laham, II, Manager</b>	

**GREENWICH OFFICE PARK SECOND ADDITION  
PAVING PETITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
A/C Pavement	1090	SY	\$ 17.00		\$ 18,530.00
Comb Curb and Gutter	1298	LF	\$ 12.00		\$ 15,576.00
Base Coarse	2300	SY	\$ 8.00		\$ 18,400.00
Brick Pavement	6264	SF	\$ 14.00		\$ 87,696.00
<b>Contingencies @ 10% +/-</b>					\$ 14,020.20
<b>Construction Total</b>					\$ 154,222.20
<b>35% Engineering, Administration, Etc.</b>					\$ 53,977.77
<b>TOTAL</b>					\$ 208,199.97

**For Petition Use \$208,000.00**

## **WAIVER OF SUPPLEMENTAL ASSESSMENT PROCEEDINGS**

**TO THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

The undersigned (collectively the "Owners"), have heretofore submitted petitions to the Governing Body (the "Governing Body") of the City of Wichita, Kansas (the "City") with respect to the following described improvements within the City (the "Improvements"):

### **Greenwich Office Park Second Addition; Berkeley Square First Addition; and Unplatted Tract – Paving Improvements**

#### **Resolution No. 11-186**

Constructing pavement on Chesterfield from the north line of 13th Street to 330' north of the north line of 13th Street (north of 13th, west of Greenwich) 472-84959. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

Pursuant to Ordinance No. 49-367 of the City (the "Ordinance"), special assessments on the Property were levied for the costs of the Improvements. Said special assessments were based upon a Paving Petition submitted by the Owners and Resolution No. 11-186 (the "Resolution") adopted by the Governing Body. Subsequent to the adoption of the Resolution, the Owners submitted a revised Paving Petition (the "Revised Petition") requesting the apportionment of special assessments in a manner different than set forth in the Resolution, as levied by the Ordinance. The Revised Petition was never considered by the Governing Body.

The Owners request that the special assessments levied in the Ordinance be modified by the Governing Body to reflect the method of assessment set forth in the Revised Petition. In accordance therewith, the Owners hereby state, as follows:

1. The Owners are the owners of record of 100% of the real estate situated in the City of Wichita, Sedgwick County, Kansas, set forth in the Resolution (the "Property") which is all of the property liable for special assessment for the costs of constructing the Improvements.
2. Each of the Owners own the real estate described on Schedule 1 attached hereto.
3. The Owners consent to the modification of the special assessments by subsequent action of the Governing Body in the amounts set forth on Schedule 1 attached hereto and hereby waive any legal rights to the following:
  - a) Formal notice of and the holding of a public hearing by the Governing Body for the purpose of considering the supplemental special assessments against the Property.
  - b) Any right of prepayment of the supplemental special assessments against the Property.
  - c) Any legal action to contest the supplemental special assessments or the procedure taken by the Governing Body to levy the same.

Dated: April 19, 2013

Legal Description	Date	Owner of Property
Lots 1 and 2, Block 1, Greenwich Office Park Second Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	_____, 2013	<b>HCRI KANSAS PROPERTIES, LLC</b>  By _____
Lots 1 through 4, Block 1, Berkeley Square First Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	_____, 2013	<b>NEXUS PROPERTIES, LLC</b>  By <u>Th M. Mack</u> <u>Thomas M. Mack, Secretary</u>
Unplatted Tract in Southeast Quarter of Southeast Quarter of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, described on <i>Exhibit A</i> attached hereto.	_____, 2013	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By _____

## EXHIBIT A

### UNPLATTED TRACT

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left; said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve to the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING.

#### TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

# SCHEDULE 1

Property Description	Amount of Original Assessment	Amount of Corrected Assessment
LOT 1 EXC E 90 FT THEREOF BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$41,918.05	\$26,409.24
LOT 2 EXC E 90 FT THEREOF BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$32,608.13	\$20,543.12
LOT 1 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$21,860.00	\$13,770.00
LOT 2 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$17,700.00	\$11,150.00
LOT 3 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$21,860.00	13,770.00
LOT 4 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$39,430.00	\$24,840.00
N 4A S 18A E 1/2 SE 1/4 EXC W 735 FT THEREOF & EXC RD ON E & EXC TH PT PLTD AS BERKELEY SQUARE 1 <sup>ST</sup> ADD SEC 9-27-2E	\$364.28	\$3,752.17
SE 1/4 SE 1/4 EXC S 18A & EXC W 15 FT N 625.59 FT & EXC TH PT PLATTED AS GREENWICH OFFICE PARK 2 <sup>ND</sup> ADD & EXC BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$1,694.89	\$17,457.57
W 735 FT S 18 A E 1/2 SE 1/4 EXC S 45 FT FOR RD & EXC TH PT PLTD AS BERKELEY SQUARE 1 <sup>ST</sup> ADD SEC 9-27-2E	\$5,390.83	\$55,490.26
E 90 FT LOT 1 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$6,381.95	\$4,020.76
E 90 FT LOT 2 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$5,391.87	\$3,396.88

## **WAIVER OF SUPPLEMENTAL ASSESSMENT PROCEEDINGS**

TO THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

The undersigned (collectively the "Owners"), have heretofore submitted petitions to the Governing Body (the "Governing Body") of the City of Wichita, Kansas (the "City") with respect to the following described improvements within the City (the "Improvements"):

### **Greenwich Office Park Second Addition; Berkeley Square First Addition; and Unplatted Tract – Paving Improvements**

#### **Resolution No. 11-186**

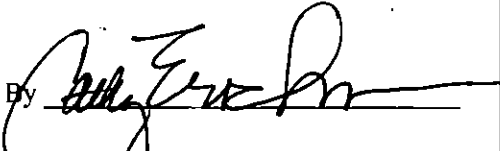
Constructing pavement on Chesterfield from the north line of 13th Street to 330' north of the north line of 13th Street (north of 13th, west of Greenwich) 472-84959. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

Pursuant to Ordinance No. 49-367 of the City (the "Ordinance"), special assessments on the Property were levied for the costs of the Improvements. Said special assessments were based upon a Paving Petition submitted by the Owners and Resolution No. 11-186 (the "Resolution") adopted by the Governing Body. Subsequent to the adoption of the Resolution, the Owners submitted a revised Paving Petition (the "Revised Petition") requesting the apportionment of special assessments in a manner different than set forth in the Resolution, as levied by the Ordinance. The Revised Petition was never considered by the Governing Body.

The Owners request that the special assessments levied in the Ordinance be modified by the Governing Body to reflect the method of assessment set forth in the Revised Petition. In accordance therewith, the Owners hereby state, as follows:

1. The Owners are the owners of record of 100% of the real estate situated in the City of Wichita, Sedgwick County, Kansas, set forth in the Resolution (the "Property") which is all of the property liable for special assessment for the costs of constructing the Improvements.
2. Each of the Owners own the real estate described on Schedule 1 attached hereto.
3. The Owners consent to the modification of the special assessments by subsequent action of the Governing Body in the amounts set forth on Schedule 1 attached hereto and hereby waive any legal rights to the following:
  - a) Formal notice of and the holding of a public hearing by the Governing Body for the purpose of considering the supplemental special assessments against the Property.
  - b) Any right of prepayment of the supplemental special assessments against the Property.
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Dated: \_\_\_\_\_, 2013

Legal Description	Date	Owner of Property
Lots 1 and 2, Block 1, Greenwich Office Park Second Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	_____, 2013	<b>HCRI KANSAS PROPERTIES, LLC</b>  By _____
Lots 1 through 4, Block 1, Berkeley Square First Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	_____, 2013	<b>NEXUS PROPERTIES, LLC</b>  By _____
Unplatted Tract in Southeast Quarter of Southeast Quarter of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, described on <i>Exhibit A</i> attached hereto.	<u>Sept. 11</u> , 2013	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By 



# EXHIBIT A

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  - c) Any legal action to contest the supplemental special assessments or the procedure taken by the Governing Body to levy the same.

Dated: \_\_\_\_\_, 2013

Legal Description	Date	Owner of Property
Lots 1 and 2, Block 1, Greenwich Office Park Second Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	Sept 18, 2013	<b>HCRI KANSAS PROPERTIES, LLC</b> By: Health Care REIT, Inc., its sole member By <u>Erin C. Ibele</u> Erin C. Ibele, Sr. VP-Administration & Corporate Secretary
Lots 1 through 4, Block 1, Berkeley Square First Addition, an addition to the City of Wichita, Sedgwick County, Kansas.	_____, 2013	<b>NEXUS PROPERTIES, LLC</b>  By _____
Unplatted Tract in Southeast Quarter of Southeast Quarter of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, described on <b><i>Exhibit A</i></b> attached hereto.	_____, 2013	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By _____

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### SCHEDULE 1

Property Description	Amount of Original Assessment	Amount of Corrected Assessment
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LOT 1 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$21,860.00	\$13,770.00
LOT 2 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$17,700.00	\$11,150.00
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LOT 4 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	\$39,430.00	\$24,840.00
N 4A S 18A E 1/2 SE 1/4 EXC W 735 FT THEREOF & EXC RD ONE & EXC TH PT PLTD AS BERKELEY SQUARE 1 <sup>ST</sup> ADD SEC 9-27-2E	\$364.28	\$3,752.17
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E 90 FT LOT 1 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$6,381.95	\$4,020.76
E 90 FT LOT 2 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	\$5,391.87	\$3,396.88

Published in the Wichita Eagle, **November 22, 2013**

ORDINANCE NO. 604

AN ORDINANCE AMENDING ORDINANCE NO. 49-367 AND RESOLUTION NO. 11-186 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF **CONSTRUCTING PAVEMENT ON CHESTERFIELD, TO SERVE GREENWICH OFFICE PARK SECOND ADDITION, BERKELEY SQUARE FIRST ADDITION, & UNPLATTED TRACT, (472-84959/490-281).**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 5 of Resolution No.11-186 adopted on August 2, 2011, is hereby amended to read as follows:

Lot 1, Block 1; Greenwich Office Park Second Addition shall pay \$30,430.00 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Second Addition shall pay \$23,940.00 of the total cost payable by the improvement district. Lots 1 and 3, Block 1; Berkeley Square First Addition shall each pay \$13,770.00 of the total remaining cost payable by the improvement district. Lot 2, Block 1; Berkeley Square First Addition shall pay \$11,150.00 of the total remaining cost payable by the improvement district. Lot 4, Block 1; Berkeley Square First Addition shall pay \$24,840.00 of the total remaining cost payable by the improvement district. The Unplatted Tract shall pay 100% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 2. SECTION 1 OF ORDINANCE 49-367 is hereby amended to read as follows. Special assessments to pay the cost of said improvement as authorized by **Resolution No. 11-006**, rescinded by **11-096**, rescinded by **11-186**, adopted **January 11, 2011, April 26, 2011, August 2, 2011**, and published **January 14, 2011, April 29, 2011, August 5, 2011**, and amended by this Ordinance be and the same are hereby levied against the several lots, pieces and parcels of land liable for special assessment for said improvement as follows:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOT 1 EXC E 90 FT THEREOF BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	26,409.24
E 90 FT LOT 1 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	4020.76
LOT 2 EXC E 90 FT THEREOF BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	20,543.12
E 90 FT LOT 2 BLOCK 1 GREENWICH OFFICE PARK 2 <sup>ND</sup> ADDITION	3396.88
LOT 1 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	13,770.00
LOT 2 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	11,150.00
LOT 3 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	13,770.00
LOT 4 BLOCK 1 BERKELEY SQUARE 1 <sup>ST</sup> ADDITION	24,840.00



N 4A S 18A E 1/2 SE 1/4 EXC W 735 FT THEREOF & EXC RD ON E & EXC TH PT PLTD AS BERKELEY SQUARE 1 <sup>ST</sup> ADD SEC 9-27-2E	3752.17
SE 1/4 SE 1/4 EXC S 18A & EXC W 15 FT N 625.59 FT & EXC TH PT PLATTED AS GREENWICH OFFICE PARK 2 <sup>ND</sup> ADD & EXC BERKELEY SQUARE 1 <sup>ST</sup> ADD	17,457.57
W 735 FT S 18 A E 1/2 SE 1/4 EXC S 45 FT FOR RD & EXC TH PT PLTD AS BERKELEY SQUARE 1 <sup>ST</sup> ADD SEC 9-27-2E	55,490.26

SECTION 3. SECTION 1 OF ORDINANCE 49-367 as it formerly existed is hereby repealed.

SECTION 4. This ordinance shall take effect and be in force as of and on **November 22, 2013** after its passage and publication once in the official city paper and shall be recorded with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas on **November 19, 2013**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk  
(seal)

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Temporary Street Closure - 21st Street North, Broadway to Mosley (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the temporary street closure.

**Background:** As part of the 2012-2013 Railroad Crossing Improvement Program approved by the City Council on August 27, 2013, the Wichita Terminal Association (WTA) will remove and replace tracks located approximately 400 feet west of Mosley on 21st Street North. The east tracks are no longer in use and will be removed and replaced with asphalt. The west tracks will be replaced with new tracks and ballast. Additionally, new concrete panels will be installed on the west tracks to provide a smoother driving surface than the current rubber panels.

**Analysis:** Staff proposes closing 21st Street North to through traffic between Broadway and Mosley to allow the construction of railroad crossing improvements. The closure is expected to begin November 12, 2013, and extend through November 15th. The WTA is responsible for message boards and all temporary traffic control in accordance with the latest Manual on Uniform Traffic Control Devices guidelines. Message boards will provide advance notice of the closure.

Eastbound traffic will be detoured south on Broadway to 17th Street, then returned to 21st Street via northbound Mosley. Westbound traffic will be detoured south on Mosley to 17th Street, then returned to 21st Street via northbound Broadway.

**Financial Consideration:** The cost of the Railroad Crossing Improvement Program remains as previously approved. There is no additional cost to the City associated with this closure.

**Legal Consideration:** The City Council has legislative authority under the powers granted in the Kansas Constitution, Article 12, § 5, to temporarily close a street not a part of a designated Federal or state highway system in order to secure public safety and welfare. A motion is the appropriate format for such action.

**Recommendation/Actions:** It is recommended that the City Council approve the temporary street closure.

**Attachment:** Map.







City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Design Agreement for Improvements to Northborough Third Addition  
(District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On July 2, 2013, the City Council approved petitions for water, drainage, sanitary sewer, and paving improvements to serve Northborough Third Addition, located south of 21st Street North, east of Woodlawn. The paving petition was later revised and approved by the City Council on August 13<sup>th</sup>, 2013.

**Analysis:** The proposed agreement between the City and Poe & Associates, Inc. provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Poe & Associates be hired for the design work, as this firm is providing the preliminary engineering services for the re-platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Poe & Associates will be on a lump sum basis of \$31,700 and will be paid by special assessments.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

NORTHBOROUGH 3<sup>RD</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the “CITY” and POE & ASSOCIATES, INC., party of the second part, hereinafter called the “ENGINEER”.

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 90600** Tract “A” in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Northborough 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, east of Woodlawn) (Project No. 448-90600).

**STORM WATER DRAIN NO. 390** Tract “A” in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Northborough 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, east of Woodlawn) (Project No. 468-84893).

**LATERAL 22, MAIN 20 WAR INDUSTRIES SEWER** Tract “A” in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Northborough 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, east of Woodlawn) (Project No. 468-84894).

**ROCKHILL STREET** from the east line of Bramblewood Street to a cul-de-sac, ending at a point approximately 900' east of Bramblewood (south of 21<sup>st</sup> Street North, east of Woodlawn) (Project No. 472-85105).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Northborough 3<sup>rd</sup> Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit "A".
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This

policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman’s Compensation Law. The liability limit shall be not less than:

Workman’s Compensation – Statutory  
Employer’s Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER’S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit “A”.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90600	\$3,850
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Project No. 468 84893	\$2,800
Project No. 468 84894	\$6,400
Project No. 472 58105	\$18,650
TOTAL	\$31,700

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the project.
  4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.



IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

\_\_\_\_\_  
(Name/Title)

ATTEST:

\_\_\_\_\_

EXHIBIT “A”

SCOPE OF SERVICES  
Northborough 3<sup>rd</sup> Addition  
(south of 21<sup>st</sup> Street North, east of Woodlawn)  
(Project No. 448-90600; 468-84893; 468-84894; 472-85105)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit “A”.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit “A”.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’s Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit “A”. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved

during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A", also available on the City's FTP site) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
  - (a) Field check plans of the project for distribution to utilities by \_\_\_\_\_.
  - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by \_\_\_\_\_.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## Attachment No. 2 to Exhibit "A" - Scope of Services

### Required Plan Coordinate Information

#### Arterial Street Projects & Infill (Existing Neighborhoods)

##### I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

##### II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

##### III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans





Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary  
☐ Utility will need to relocate ☐ Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

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**Estimate Time for Relocation:** ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

**Weather Sensitive:** ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

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**Additional Information requested from Consultant:** \_\_\_\_\_

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**Please email this form on or before**

**to:**

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
<b>Westar (Distribution)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
<b>Westar (Transmission)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

<b>KGS</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Black Hills</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>AT&amp;T</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<b>Cox</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Water</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Sewer</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<b>Stormwater</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Other</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:



## **EXHIBIT "B"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Meridian, Orient to McCormick (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the supplemental design agreement.

**Background:** On August 24, 2010, the City Council approved an agreement with Baughman Company for the design of paving and drainage improvements to serve Meridian, from Orient to McCormick. This design is being combined with the proposed improvements for Meridian, from Pawnee to Orient for the right-of-way acquisition and construction phases. This will provide one comprehensive project that is more economically feasible, will lessen the overall impact on effected property owners, and will simplify the process for working through Kansas Department of Transportation (KDOT) approvals, now that federal funds are available.

**Analysis:** Additional design services are requested of Baughman to prepare the design for integration. The proposed supplemental services include updating the existing plans to KDOT requirements and the design of a water line replacement to improve the current distribution system. Supplemental Design Agreement No. 1 has been prepared to authorize the additional services.

**Financial Considerations:** The original design agreement total was \$275,800. The cost of the additional design work is \$10,800, which brings the design contract total to \$286,600. Funding is available in the existing budget, which is funded by General Obligation bonds and Water Utility Fund revenues, and was approved by City Council on August 24, 2010.

**Legal Considerations:** The Law Department has reviewed and approved the supplemental design agreement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the supplemental design agreement and authorize all necessary signatures for the acquisition and granting of easements, and all permits and agreements associated with the project.

**Attachments:** Supplemental Design Agreement No. 1

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **MERIDIAN, ORIENT TO MCCORMICK** (Project No.472-84919).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Conversion of Plans to KDOT Style and additional waterline improvements for Meridian, Orient to McCormick (see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$10,800.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**D. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 3 for Meridian, Pawnee to Orient (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendations:** Approve the supplemental design agreement.

**Background:** On March 4, 2008, the City Council approved a design concept by Baughman Company for paving and drainage improvements to serve Meridian, from Pawnee to Orient. This design is being combined with the proposed improvements for Meridian, from Orient to McCormick for the right-of-way acquisition and construction phases. This will provide one comprehensive project that is more economically feasible, will lessen the overall impact on effected property owners, and will simplify the process for working through Kansas Department of Transportation (KDOT) approvals, now that Federal funds are available.

The following agreements have been approved to-date:

No.	Date Approved by City Council	Design Services Provided	Amount
Original	December 13, 2005	Concept design	\$47,500
1	August 19, 2008	Final design based on concept approved by the City Council	\$472,140
2	February 5, 2013	Resolved conflicts with existing water and sewer facilities	\$96,480
Design contract total to-date:			\$616,120

**Analysis:** Supplemental Design Agreement No. 3 has been prepared to authorize Baughman to prepare the design for integration and convert the existing plans to KDOT requirements.

**Financial Considerations:** The cost of the additional design work is \$4,150, which brings the design contract total to \$620,270. Funding is available in the existing budget, which is funded by General Obligation bonds and Storm Water Utility funds, and was approved by the City Council on February 5, 2013.

**Legal Considerations:** The Law Department has reviewed and approved the supplemental design agreement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the supplemental design agreement and authorize all necessary signatures for the acquisition and granting of easements, and all permits and agreements associated with the project.

**Attachments:** Supplemental Design Agreement No. 3

TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **MERIDIAN, PAWNEE TO ORIENT** (Project No.472-84309).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Conversion of Plans to KDOT Style for  
Meridian, Pawnee to Orient (see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$4,150.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**D. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement for West Bank River Corridor Improvements between Douglas and Second Street (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendations:** Approve the Supplemental Agreement and adopt the resolution.

**Background:** On October 8, 2013, the City Council approved the West Bank Apartments Project Plan. The project consists of a mixed use development of the former West Bank stage area. The development will provide pedestrian access to the river and improvements to the west bank. Law/Kingdon, Inc. previously developed conceptual plans for the west riverbank between Douglas and Central, and has designed other riverbank projects, including the Keeper Plaza and recent improvements on the east bank adjacent to the Broadview Hotel. A supplemental agreement has been prepared authorizing Law/Kingdon to provide construction plans for the west bank between Douglas and Second Street.

The following agreements have been approved by the City Council to-date for projects along the river corridor:

No.	Date Approved	Services Provided	Amount
Original	June 8, 1999	Initial design schematics and development, construction documents, bidding assistance, construction administration, and surveys.	\$484,000
1	February 27, 2001	Final design and administration of bid documents.	\$616,700
2	August 13, 2002	Integration of related projects into existing construction plans.	\$427,845
3	April 5, 2005	Construction administration services.	\$316,860
4	January 10, 2006	Redesign of the east bank to accommodate the new site of the Kansas African American Museum.	\$161,750
5	November 4, 2008	Integration of the Drury Hotel (formerly the Broadview Hotel) into the East Bank design.	\$83,645
6	July 21, 2009	Extended the project service area to include the East Bank between Second Street and Douglas.	\$85,500
7	August 23, 2011	Design services for increased project area following property acquisition approved by the City Council on June 14, 2011.	\$4,500
Total design contract to-date:			\$2,180,800

**Analysis:** Law/Kingdon will design new sheet piling at the river edge with a concrete cap, concrete bicycle and pedestrian path improvements, a boat launch ramp, retaining walls, lighting, and landscaping.

**Financial Considerations:** Payment to Law/Kindgon for Supplemental Agreement No. 8 will be on a lump sum basis of \$249,727. The 2011-2020 Adopted Capital Improvement Program (CIP) includes \$3,850,000 in General Obligation bonds in 2013 for the Downtown Parking project. It is proposed that \$250,000 be utilized from the Downtown Parking project for design of the West Bank River Corridor project. Staff anticipates receiving Sales Tax and Revenue (STAR) bond funding from the State of Kansas for the West Bank improvements. When STAR bond funding is available, General Obligation at-large bond funding will not be needed and this design contract will be shifted to STAR bonds. In the event STAR bonds are not authorized, General Obligation at-large bond funding will be used and an alternative funding source would need to be identified prior to the construction of any improvements.

**Legal Considerations:** The supplemental agreement and resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve the supplemental agreement, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 8 and resolution.



First Published in the Wichita Eagle on November 8, 2013

**RESOLUTION NO. 13-198**

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT **IMPROVEMENTS ALONG THE WEST BANK OF THE ARKANSAS RIVER BETWEEN DOUGLAS AVENUE AND SECOND STREET (472-85130).**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

To provide pedestrian access to the river and improvements to the west bank.

SECTION 2: The cost of the construction of the above described improvements is estimated to be **Two Hundred Fifty Thousand Dollars (\$250,000)** exclusive of the cost of interest on borrowed money with the total paid by the City of Wichita, Kansas. The City of Wichita is authorized to issue General Obligation bonds to pay such costs under the authority of the City of Wichita Charter Ordinance No. 156 up to a maximum of \$250,000, exclusive of financing.

SECTION 3: That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of November, 2013.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW

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City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1 for 135<sup>th</sup> Street West from Kellogg to Onewood (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the change order.

**Background:** On February 7, 2012, the City Council approved a project to improve 135<sup>th</sup> Street West between Kellogg and Onewood. A construction contract with Cornejo & Sons, Inc. was approved by the City Council on September 10, 2013, in the amount of \$1,571,599. Construction began in early October.

**Analysis:** A sanitary sewer line extension to serve a future development crosses an existing waterline within the project area. The information on record for the existing waterline was inaccurate, resulting in the actual waterline elevation being lower than anticipated and in direct conflict with the sewer line extension. Raising the waterline will allow installation of the sanitary sewer line according to project plans.

**Financial Considerations:** The cost of the additional work is \$17,990, which brings the contract total to \$1,589,589. This change order represents 1.14% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Funding is available within the existing budget for the development petition, which was approved by the City Council on May 14, 2013.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 1



October 9, 2013

PUBLIC WORKS-ENGINEERING

**CHANGE ORDER**

To: Cornejo & Sons  
Change Order No.: 1

Project: 135<sup>th</sup> St. W, Kellogg to Onewood  
Project No.: 87N-0566-01 / 472-84915 / 448-90579  
/ 448-90596 / 468-84886  
OCA No.: (707022, 635813, 735490, 744352)  
PPN:210487, 752035, 470168, 480044

Purchase Order No.: 340642  
CHARGE TO OCA No.: 744352

Please perform the following extra work at a cost not to exceed \$17,990.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

**Additional Work:** Raise 16" water main to install sanitary sewer.

**Reason for Additional Work:** A sanitary sewer extension for future development crosses an existing 16" water line at paving STA 226+47. Record information is not accurate on the existing elevation of the water line. The existing 16" water is 1.5 feet lower than plan grades and needs raised to install the sanitary sewer. No adjustments are necessary to contract time.

Negotiated/

Line #	KDOT #	Item (Non-Participating) Bid	Qty
Unit Price	Extension		
New 04	Raise 16" WL	Negotiated 1 LS @ \$17,990.00	\$17,990.00

CIP Budget Amount:	\$2,190,000.00 (707022)	Original Contract Amt.:.....\$1,571,599.28
	<b>\$988,000.00 (635813)</b>	
	<b>\$69,000.00 (735490)</b>	
	<b>\$67,000.00 (744352)</b>	
Consultant: PEC		Current CO Amt.: ..... \$17,990.00
Total Exp. & Encum. To Date:.....	\$30,260.83	Amt. of Previous CO's:..... \$0.00
CO Amount:.....	\$17,990.00	Total of All CO's:..... \$17,990.00
Unencum. Bal. After CO:.....	\$18,749.17	% of Orig. Contract / 25% Max.:... 1.14%
		Adjusted Contract Amt.:..... \$1,589,589.28

Recommended By: GB

Approved:

\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer

Approved:

Approved:

\_\_\_\_\_  
Contractor      Date

\_\_\_\_\_  
Alan King      Date  
Director of Public Works & Utilities

Approved as to Form:

By Order of the City Council:

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
**City Clerk**

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 3 for Multi-Use Path from Garvey Park to Planeview Community Center (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On September 14, 2010, the City Council approved a project for a multi-use path along the Arkansas River from Garvey Park to the Planeview Community Center. Construction began in May 2012.

The following have been approved to-date:

Item	Date Processed or Approved by City Council	Provided	Amount
Original Contract	April 17, 2012	Construction contract with Barkley Construction Company.	\$1,334,536
CO 1	September 4, 2012	Lowered storm sewer vault to match surrounding concrete grades.	\$8,300
CO 2	January 8, 2013	Modifications to K-15 and MacArthur intersection as required by Americans with Disabilities Act (ADA) guidelines.	\$38,998

Contract total to-date: \$1,381,834

**Analysis:** The intersection of K-15 and MacArthur includes a traffic signal controller box owned by the Kansas Department of Transportation (KDOT). KDOT has requested the area surrounding the controller box be re-graded and retaining walls constructed to prevent stormwater runoff from entering the box and damaging the controls. Additionally, two pedestrian push buttons must be relocated within the intersection to meet Americans with Disabilities Act guidelines.

Stormwater runoff from the I-135 bridge and unexpected flow patterns of the Arkansas River during moderate to heavy rain events, create hazardous conditions for bicyclists and pedestrians on the path. Neither effect was realized during the design phase due to the unique topography and hydraulics of the area. Rain events during construction and changes made as part of the construction process revealed the problem. Installing additional retaining walls, erosion control measures, and protection curb will control the drainage and erosion, thus preventing loose sand from entering the path and endangering users.

Finally, measured quantity adjustments are required based on final field measurements, and 23 additional working days are requested to allow for delays and work completed under previous change orders. A change order has been prepared to authorize the additional work, quantity adjustments, and extension of contract completion time.

**Financial Considerations:** The cost of the additional work is \$44,608, which brings the contract total to \$1,426,442. This change order plus previous change orders represents 6.88% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Funding is available within the existing budget, which was approved by the City Council on July 19, 2011.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 3.

**To:** Barkley Construction Co.

**Project:** Multi-Use Path from Garvey Park to  
Planeview Community Center

**Change Order No.:** 3

**Project No.:** 87TE-0282-01/472-84932

**Purchase Order No.:** 240267

**OCA No.:** 707030

**CHARGE TO OCA No.:** 707030

**PPN:** 210495

**Please perform the following extra work at a cost not to exceed \$44,608.75**

**Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.**

**Additional Work:**

**Item #1:**

**K15/MacArthur** - Move pedestrian push button on SW corner to the guardrail. Re-grade area around controller box and add retaining walls at south edge of controller box to prevent water from entering the box. Install an area drain between path, railroad tracks and street, just east of the tracks. Remove and replace a section of path and add 25' of pipe for drainage. Relocate push button on SE pole to correct side for ADA compliance. Integrate the pedestrian indications and phasing to go into a solid "don't walk" as soon as the railroad preemption is activated. No working days will be charged for this work.

**Item #2:**

**I-135 Bridges** - Contractor is to excavate 18" deep between the fence and back of retaining wall, at each of two locations under the highway. Install small (5x9) rip-rap to control erosion in these areas (total of 177 sy). Remove two concrete flumes. Replace one with a rip rap flume and the other with a wider 4' concrete flume. Install additional larger (12x18) rip rap around the concrete flume. Install 150' of 10" protection curb at the back of path, doveled into the existing path (#4 bars on 30" centers). Complete additional grading around the flumes to provide positive drainage. Site restoration will include erosion control mat and seeding. No working days will be charged for this work.

**Item #3:**

**Final Measure Quantities** – Paving

Add 23 working days for past change order work and delays.

**Reason for Additional Work:**

**Item #1** – KDOT and the County requested the work to protect their controller from water runoff and reduce future maintenance problems of water entering the controller cabinet.

**Item #2** – This additional work is necessary due to unexpected flow patterns of the river during moderate to large events at this location, as well as to control drainage off the I-135 bridges. Neither effect could be realized during design due to the unique topography and hydraulics of the area. The path becomes dangerous to bicyclists after every rain event. The area surrounding the path is loose sand and covers the path creating a hazard. Crews must sweep off the path on a regular basis. Additional rip rap will prevent erosion damage in the area.

**Item #3** – Adjust project measured quantities based on final field measurements.

**Item #1:**

Line #	KDOT #	Item (Participating)	Negot'd/BidQty	Unit Price	Extension
ADD: 04		K15/MacArthur Intersection Impr	Negot'd 1 LS @	\$8,750.00	\$8,750.00

**Item #2:**

Line #	KDOT #	Item (Participating)	Negot'd/BidQty	Unit Price	Extension
--------	--------	----------------------	----------------	------------	-----------



ADD: 04 I-135 Bridge Path Modification Negot'd 1 LS @ \$44,795.00 \$44,795.00

**Item #3:**

Line #	KDOT #	Item (Participating)	Negot'd/Bid	Qty	Unit Price	Extension
56	04	Retaining Wall, Modular Block	Bid	(1250) sf	@ \$19.00	(\$23,750.00)
61	29	Concrete Pavement 5"	Bid	503 sy	@ \$26.55	13,354.65
64	04	Light Stone Rip Rap	Bid	20 sy	@ \$55.00	\$1,10.00
79	29	Concrete Pavement 5"	Bid	14 sy	@ \$25.65	\$359.10
New	01	Working Days	Negot'd	23 days	@ \$0.00	\$0.00
<b>Total = \$44,608.75</b>						

<b>CIP Budget Amount:</b>	<b>\$2,200,000.00 (707030)</b>	<b>Original Contract Amt.:</b>	<b>\$1,334,535.80</b>
<b>Consultant: PEC</b>		<b>Current CO Amt.:</b>	<b>\$44,608.75</b>
<b>Total Exp. &amp; Encum. To Date:</b>	<b>\$1,754,166.72</b>	<b>Amt. of Previous CO's:</b>	<b>\$47,297.93</b>
<b>CO Amount:</b>	<b>\$44,608.75</b>	<b>Total of All CO's:</b>	<b>\$91,906.68</b>
<b>Unencum. Bal. After CO:</b>	<b>\$401,224.53</b>	<b>% of Orig. Contract / 25% Max.:</b>	<b>6.88%</b>
		<b>Adjusted Contract Amt.:</b>	<b>\$1,426,442.48</b>

**Recommended By:** Justin Westhoff

**Approved:**

\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer

**Approved:**

**Approved**

\_\_\_\_\_  
Contractor      Date

\_\_\_\_\_  
Alan King      Date  
Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk



**To:** Barkley Construction Co.

**Project:** Multi-Use Path from Garvey Park to  
Planeview Community Center

**Change Order No.:** 3

**Project No.:** 87TE-0282-01/472-84932

**Purchase Order No.:** 240267

**OCA No.:** 707030

**CHARGE TO OCA No.:** 707030

**PPN:** 210495

**Please perform the following extra work at a cost not to exceed \$44,608.75**

**Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.**

**Additional Work:**

**Item #1:**

**K15/MacArthur** - Move pedestrian push button on SW corner to the guardrail. Re-grade area around controller box and add retaining walls at south edge of controller box to prevent water from entering the box. Install an area drain between path, railroad tracks and street, just east of the tracks. Remove and replace a section of path and add 25' of pipe for drainage. Relocate push button on SE pole to correct side for ADA compliance. Integrate the pedestrian indications and phasing to go into a solid "don't walk" as soon as the railroad preemption is activated. No working days will be charged for this work.

**Item #2:**

**I-135 Bridges** - Contractor is to excavate 18" deep between the fence and back of retaining wall, at each of two locations under the highway. Install small (5x9) rip-rap to control erosion in these areas (total of 177 sy). Remove two concrete flumes. Replace one with a rip rap flume and the other with a wider 4' concrete flume. Install additional larger (12x18) rip rap around the concrete flume. Install 150' of 10" protection curb at the back of path, doveled into the existing path (#4 bars on 30" centers). Complete additional grading around the flumes to provide positive drainage. Site restoration will include erosion control mat and seeding. No working days will be charged for this work.

**Item #3:**

**Final Measure Quantities** – Paving

Add 23 working days for past change order work and delays.

**Reason for Additional Work:**

**Item #1** – KDOT and the County requested the work to protect their controller from water runoff and reduce future maintenance problems of water entering the controller cabinet.

**Item #2** – This additional work is necessary due to unexpected flow patterns of the river during moderate to large events at this location, as well as to control drainage off the I-135 bridges. Neither effect could be realized during design due to the unique topography and hydraulics of the area. The path becomes dangerous to bicyclists after every rain event. The area surrounding the path is loose sand and covers the path creating a hazard. Crews must sweep off the path on a regular basis. Additional rip rap will prevent erosion damage in the area.

**Item #3** – Adjust project measured quantities based on final field measurements.

**Item #1:**

<b>Line #</b>	<b>KDOT #</b>	<b>Item (Participating)</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
ADD:	04	K15/MacArthur Intersection Impr	Negot'd	1 LS @	\$8,750.00	\$8,750.00

**Item #2:**

<b>Line #</b>	<b>KDOT #</b>	<b>Item (Participating)</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
ADD:	04	I-135 Bridge Path Modification	Negot'd	1 LS @	\$44,795.00	\$44,795.00

**Item #3:**

<b>Line #</b>	<b>KDOT #</b>	<b>Item (Participating)</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
56	04	Retaining Wall, Modular Block	Bid	(1250) sf @	\$19.00	(\$23,750.00)
61	29	Concrete Pavement 5"	Bid	503 sy @	\$26.55	13,354.65
64	04	Light Stone Rip Rap	Bid	20 sy @	\$55.00	\$1,10.00
79	29	Concrete Pavement 5"	Bid	14 sy @	\$25.65	\$359.10
New	01	Working Days	Negot'd	23 days @	\$0.00	\$0.00

**Total =****\$44,608.75**

<b>CIP Budget Amount:</b>	<b>\$2,200,000.00 (707030)</b>	<b>Original Contract Amt.:</b>	<b>\$1,334,535.80</b>
<b>Consultant: PEC</b>		<b>Current CO Amt.:</b>	<b>\$44,608.75</b>
<b>Total Exp. &amp; Encum. To Date:</b>	<b>\$1,754,166.72</b>	<b>Amt. of Previous CO's:</b>	<b>\$47,297.93</b>
<b>CO Amount:</b>	<b>\$44,608.75</b>	<b>Total of All CO's:</b>	<b>\$91,906.68</b>
<b>Unencum. Bal. After CO:</b>	<b>\$401,224.53</b>	<b>% of Orig. Contract / 25% Max.:</b>	<b>6.88%</b>
		<b>Adjusted Contract Amt.:</b>	<b>\$1,426,442.48</b>

**Recommended By:** Justin Westhoff**Approved:**

\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer

**Approved:****Approved**

\_\_\_\_\_  
Contractor      Date

\_\_\_\_\_  
Alan King      Date  
Director of Public Works & Utilities

**Approved as to Form:****By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 2001 South Oliver for the Mount Vernon and Oliver Intersection Improvement Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the purchase.

**Background:** On December 4, 2012, the City Council approved the design concept and proposed project to improve the intersection of Mount Vernon and Oliver. The project will require the partial acquisition of 11 tracts. The intersection will include left turn lanes at all four approaches to the intersection and upgraded traffic signals. The property at 2001 South Oliver consists of a free standing retail building currently operating as a convenience store. The project requires a 200 square foot corner clip and 630.5 square foot temporary easement. The improvements are removed from the roadway and are not impacted by the project. The business sign is located in the acquisition area and will need to be relocated.

**Analysis:** The owner rejected the estimated market value of \$1,060, or \$3.50 per square foot for the acquisition plus \$360 for the temporary easement. After negotiation, the owner accepted \$2,557. This amount is based on a land value of \$8.50 per square foot and was based on sales of comparable properties. The owner will be compensated separately for the relocation of the site sign with the compensation based on actual costs.

**Financial Considerations:** The funding sources for the project are from both General Obligation Bonds and Federal grants administered by the Kansas Department of Transportation (KDOT). A budget of \$8,057 is requested. This includes \$2,557 for the acquisitions, an estimated \$5,000 for the sign relocation and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the budget and; 2) accept the easement.

**Attachments:** Real estate purchase contract, tract map, and aerial map.

PROJECT: Oliver and Mt. Vernon

DATE: September 20, 2013

COUNTY: Sedgwick

TRACT NO.: 1

**CITY OF WICHITA, KANSAS**  
**A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY QUIT CLAIM DEED**

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of September, 2013 by and between:

The Pantry, Inc.

landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

*A tract of land in the SE ¼ of Section 35, Township 27 South, Range 1 East, of the 6th P.M., Sedgwick County, Kansas for Right of Way purposes more fully described as follows:*

*Beginning at the NE corner of Lot 1 on Oliver, Edgetown Park Addition, an addition to Sedgwick County, Kansas; thence south along the east line of said Lot 1 a distance of 20.00 feet; thence northwesterly a distance of 28.20 feet, more or less, to a point on the north line of said Lot 1, thence east along said north line of said Lot 1 a distance of 20.00 feet to the Point of Beginning.*

*Said Tract containing 200 square feet, more or less.*

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 30 days after the deed conveying said property been delivered.

Approximately <u>200</u> (Sq. Ft.) for right-of-way	\$ 1,700.00
Approximately <u>630.5</u> (Sq. Ft.) for Temporary Easement	\$ 857.00
<b>TOTAL</b>	<b>\$ 2,557.00</b>

In addition to the purchase price, the City hereby agrees to pay the Landowner for the relocation/move of existing advertising sign located within the above-described right-of-way. Said payment is pursuant to 49 CFR Part 24 and will be processed separate from the purchase of the right-of-way.

As a part of the Intersection Reconstruction Project and at the expense of the City of Wichita the remaining entrances will be widened to 35 feet and the radiuses will increase to 20 feet.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

City of Wichita, County of Sedgwick, State of Kansas

**BUYER:**

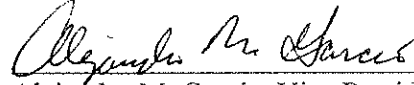
City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

Landowner:

X \_\_\_\_\_  
Alejandro M. Garcia, Vice President of Real Estate, The Pantry, Inc.

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

The Pantry, Inc.

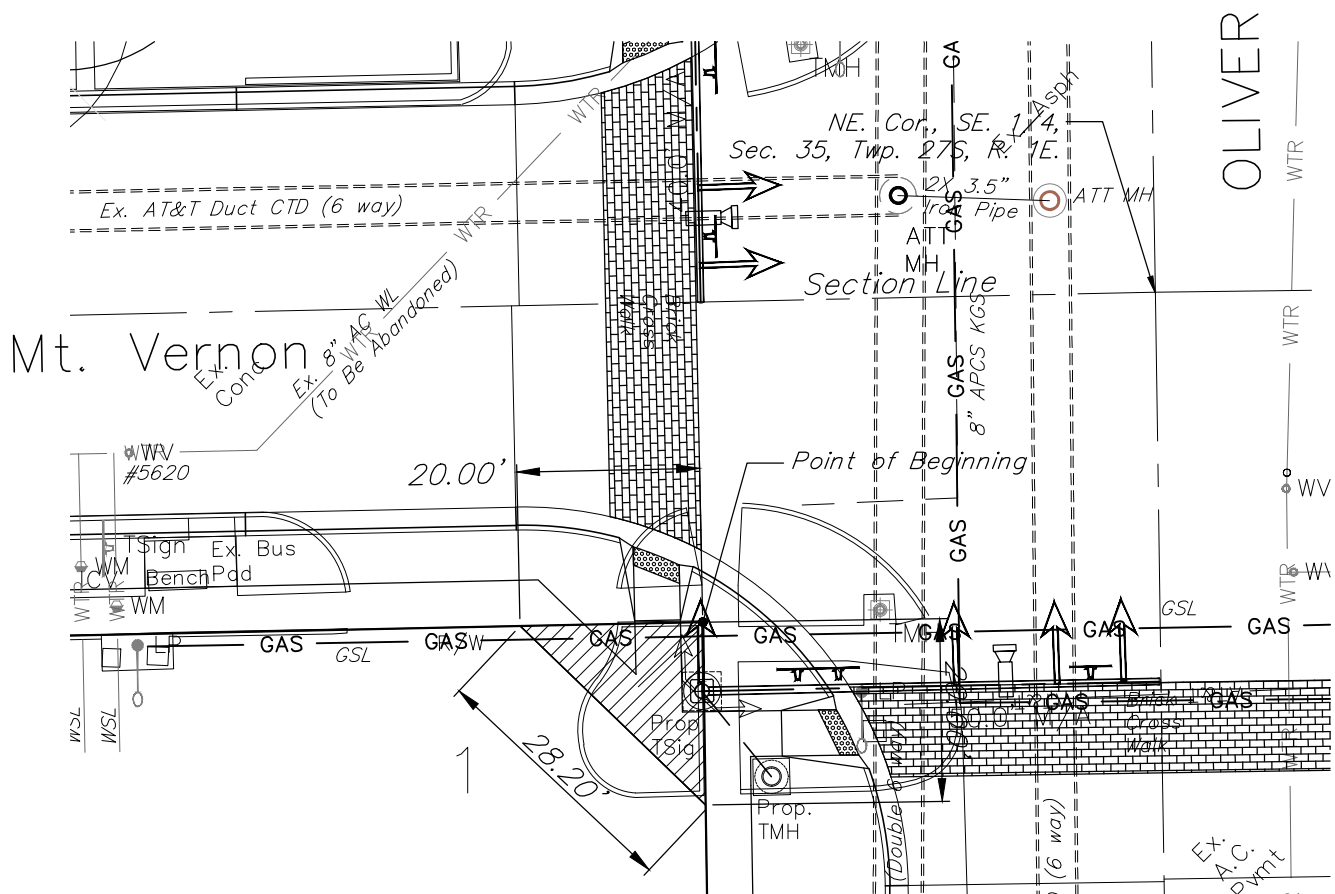
REMARKS:

RECOMMENDED BY:

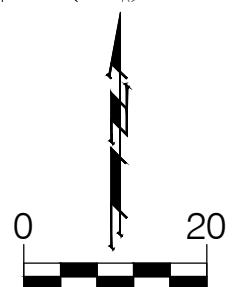
  
Dennis Keegan, Right of Way Agent

# EXHIBIT

*Said Tract containing 200 square feet, more or less.*



Owner:  
THE PANTRY INC  
305 GREGSON DR CARY  
NC  
27511





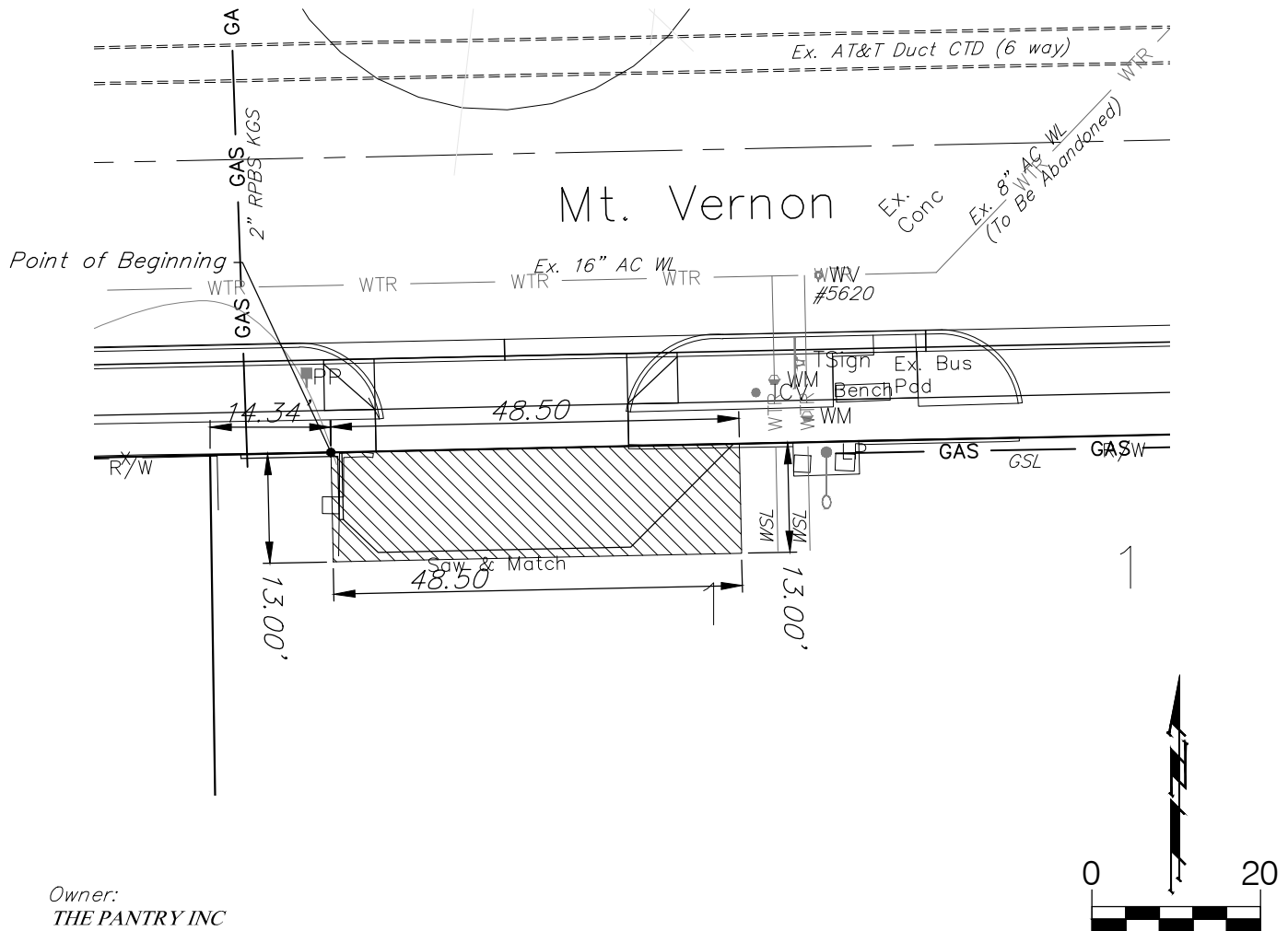
# EXHIBIT

## LEGAL DESCRIPTION:

*A tract of land in the SE ¼ of Section 35, Township 27 South, Range 1 East, of the 6th P.M., Sedgwick County, Kansas for Temporary Construction Easement purposes more fully described as follows:*

*Commencing at the NW corner of Lot 1 on Oliver, Edgetown Park Addition, an addition to Sedgwick County, Kansas; thence east along the north line of said Lot 1 a distance of 14.34 feet to the Point of Beginning; thence continuing east along said north line a distance of 48.50 feet; thence south parallel with the west line of said Lot 1 a distance of 13.00 feet; thence west parallel with said north line a distance of 48.50 feet; thence north 13.00 feet to the Point of Beginning.*

*Said Tract containing 630.5 square feet, more or less*



Owner:  
THE PANTRY INC  
305 GREGSON DR CAR  
NC  
27511

**Baughman** **Baughman Company, P.A.**  
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Mount Vernon & Oliver Intersection 12-03-E735\Civil 3D



# 2001 South Oliver



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**CITY OF WICHITA**  
**City Council Meeting**  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 2600 North Amidon for the Amidon, 21<sup>st</sup> Street North to 29<sup>th</sup> Street North Improvement Project (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21<sup>st</sup> Street North and 29<sup>th</sup> Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21<sup>st</sup> Street, 25<sup>th</sup> Street and 29<sup>th</sup> Street will be reconstructed. The proposed partial acquisition of 2902 North Amidon consists of a 300 square foot corner clip for road right-of-way. An additional 224 square feet will be utilized for a temporary easement to rebuild the property driveway. The improvements will not be affected by the proposed project. The project will require the removal of two abandoned underground storage tanks.

**Analysis:** The proposed acquisition was valued at \$1,800 (\$6 per square foot) for the right-of-way. An additional \$100 was allocated for the temporary easement making the total offer \$1,900. The owner accepted this amount. There are two abandoned underground storage tanks affected by the acquisition. The owner is an environmental remediation company that removes tanks such as this. The owner has agreed to remove the two impacted tanks and restore the site for \$12,000. This allows the owner to remove other tanks outside the acquisition area and relieves the City of having to perform work on the site outside the acquisition.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$14,400 is requested. This includes \$1,900 for the acquisition, \$12,000 for the removal of the underground tanks and \$500 for title work, closing costs and other administrative fees.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map and aerial map.

**PROJECT:** Amidon Avenue **DATE:** October 11, 2013

**COUNTY:** Sedgwick **TRACT NO.:** 0006

**THE CITY OF WICHITA, KANSAS**

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY**  
**EASEMENT**

THIS AGREEMENT Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between

Enviro Remediation, Inc.

P.O. Box 75323, Wichita, KS 67275  
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

Landowner agrees to remove two underground storage tanks located within upon said lands on or before March 1, 2014. Landowner agrees to perform, or have performed, all work in compliance with all applicable local, state and federal laws and regulations. Cost of all work shall be at the sole expense of the landowner. Time is of the essence in the completion of the work.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered excepting \$6,000 which will be paid upon removal of the aforementioned storage tanks. In addition, the City will pay the reasonable cost of relocation of the on-premise sign upon presentation of a copy of a bona-fide invoice for such work.



Real property to be acquired as right of way:

300 (Sq. Ft.) \$ 1,800.00

Damages including but not limited to :

Removal of 2 storage tanks, concrete and  
Landscaping

\$ 12,000.00

Temporary Easement for construction:

224 (Sq. Ft.) \$ 100.00

Improvement & Buildings acquired with right of way:

N/A

**TOTAL:** \$ 13,900.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Enviro Remediation, Inc.

By: \_\_\_\_\_  
Ron Ary, President

By: \_\_\_\_\_  
Michael McGill, Vice President

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
Carl Brewer, Mayor

By: \_\_\_\_\_  
Karen Sublett, City Clerk

## MEMORANDA

Exact and full name of owner, as name appears of record:

Enviro Remediation, Inc.

If mortgage or other liens, show names of holders:

None

## REMARKS:

PIN/APN 00114188

Security Title File Number 2068344

APPROVED TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

\_\_\_\_\_  
Gerald Cain, Project Manager

**A 141320001 - Right of Way**

That part of Lot 32, Gilders Riverside, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 32; thence North along the west line of said Lot 32, 20.00 feet; thence southeasterly, 36.64 feet to a point on the south line of said Lot 32, said point being 30.00 feet east of the place of beginning; thence West along said south line, 30.00 feet to the place of beginning.

**A 141320001 – Temporary Construction Easement**

The south 32.00 feet of the north 35.00 feet of the west 7.00 feet of Lot 32, Gilders Riverside, Sedgwick County, Kansas.



# 2600 North Amidon



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City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(District IV)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On October 7, 2013, the Board of Building Code Standards and Appeals conducted hearings on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

**Property Address**

a. 2128 West McCormick

**Council District**

IV

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on December 17, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON November 8, 2013  
RESOLUTION NO. 13-196**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH HALF OF LOT 1, ON EVERETT AVENUE, LAWNFIELD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2128 W MCCORMICK** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5<sup>th</sup> day of November 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **17 day of December 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE SOUTH HALF OF LOT 1, ON EVERETT AVENUE, LAWNFIELD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2128 W MCCORMICK**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 69 x 31 feet in size. Vacant for at least a year, this structure has a badly cracked and shifting concrete foundation; collapsing concrete cellar walls and steps; rotting wood trim; badly shifting, illegally constructed, two-story addition; and the attached carport and 15x20 foot accessory garage are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5<sup>th</sup> day of November 2013**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one and one-half story frame dwelling about 69 x 31 feet in size. Vacant for at least a year, this structure has a badly cracked and shifting concrete foundation; collapsing concrete cellar walls and steps; rotting wood trim; badly shifting, illegally constructed, two-story addition; and the attached carport is dilapidated.

**(b) Street Address:** 2128 W MCCORMICK

**(c) Owners:**  
Isabel D Miller  
Address Unknown

George Lauterbach  
Address Unknown

Wesley V Lauterbach-deceased  
4111 Southgate Blvd D  
Lincoln Ne 68506

June L Martin  
Deceased

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:**  
Richard Martin  
201 S. Kessler  
Wichita, KS 67213

**DATE: October 10, 2013**

**CDM SUMMARY**

**COUNCIL DISTRICT # IV**

**ADDRESS: 2128 W MCCORMICK**

**LEGAL DESCRIPTION: THE SOUTH HALF OF LOT 1, ON EVERETT AVENUE, LAWNFIELD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 69 x 31 feet in size. Vacant for at least a year, this structure has a badly cracked and shifting concrete foundation; collapsing concrete cellar walls and steps; rotting wood trim; badly shifting, illegally constructed, two-story addition; and the attached carport and 15x20 foot accessory garage are dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH HALF OF LOT 1, ON EVERETT AVENUE, LAWNFIELD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2128 W MCCORMICK** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5<sup>th</sup> day of November 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **17 day of December 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE SOUTH HALF OF LOT 1, ON EVERETT AVENUE, LAWNFIELD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2128 W MCCORMICK**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 69 x 31 feet in size. Vacant for at least a year, this structure has a badly cracked and shifting concrete foundation; collapsing concrete cellar walls and steps; rotting wood trim; badly shifting, illegally constructed, two-story addition; and the attached carport and 15x20 foot accessory garage are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of November 2013**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Payment of Claim

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve payment of \$15,250.52 as full settlement for all claims arising from a sewer backup.

**Background:** This claim involves a sewer backup at 14412 E. Tipperary Circle, caused by a collapsed manhole structure which occurred on May 3, 2012.

**Analysis:** The claimant has agreed to accept a lump sum payment of \$15,250.52 as full settlement of their claim against the City. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends settlement of the claim.

**Financial Considerations:** Funding for this settlement is to be obtained from the tort fund. Finance is authorized to make any budget adjustments necessary for payment of the settlement.

**Legal Considerations:** The Law Department recommends settlement of this claim for the amount of \$15,250.52.

**Recommendations/Actions:** It is recommended that the City Council authorize payment of \$15,250.52 as full settlement of all claims arising from this incident and authorize any necessary budget adjustments.

**Attachments:** None.

**City of Wichita, Kansas**  
**Senior Management Expenses**  
**For the Quarter Ended September 30, 2013**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>City Manager</b>		
Robert Layton, City Manager	Large Cities Executive Forum, Kansas City, MO	\$ 845.44
Robert Layton, City Manager	ICMA Annual Conference, Boston, MA	2,598.70
<b>Law</b>		
Gary Rebenstorf, Director of Law	IMLA Annual Meeting, San Francisco, CA	2,397.95
Sharon Dickgrafe, Chief Deputy City Attorney	City Attorney Assoc. of KS Board Meeting, Topeka, KS	179.37
Sharon Dickgrafe, Chief Deputy City Attorney	IMLA Annual Meeting, San Francisco, CA	2,362.13
<b>Fire</b>		
Ron Blackwell, Chief	Missouri Valley Fire Chiefs Conference, Colorado Springs, CO	1,510.17
<b>Housing &amp; Community Services</b>		
Mary K. Vaughn, Director of Housing & Community Services	HUD Formula Grantee Meeting, Kansas City, KS	396.19
<b>Public Works &amp; Utilities</b>		
Michael Jacobs, Interim Superintendent-Water Production & Pumping	Collaborative Water Technology & Innovation Forum, Chicago, IL	1,448.83
Jay Newton, Superintendent-Fleet & Facilities	Final Inspection & Accept of Fire Apparatus, Appleton, WI	1,626.66
<b>Transit</b>		
Steve Spade, Director of Transit	Transit Midwest Conference, Kansas City, MO	598.67
Steve Spade, Director of Transit	City to City Leadership Visit, Des Moines, IA	1,546.25
<b>Airport</b>		
John Oswald, Engineering & Planning Manager	4 States Airport Conference, Kansas City, MO	697.01
<b>Total</b>		<u><u>\$ 16,207.37</u></u>

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous and Unsafe Structures (All Districts)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and place the ordinances on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the MABCD bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on November 22, 2013. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2014 tax roll.

**Legal Considerations:** The ordinances have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments and Ordinances



<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
D-54398	485424	735 W 59 <sup>th</sup> St S.	demolition	\$6,138.00	IV
C-13462	159136	2935 E Maplewood	demolition	\$7,548.00	I
C-12299-A	157952	4628 E Gilbert	demolition	\$14,335.81	III
C-02605	138501	525 N Green	demolition	\$12,703.00	I
A-12981	113018	3038 N Park Pl	demolition	\$734.00	VI
A-12890	112929	3138 N Park Pl	demolition	\$5,621.00	VI
B-08253	127925	1417 E Harry	demolition	\$6,500.00	I
C-09114	153820	1546 N Grove	sealing the City Sewer	\$420.00	I
A 07869-2	108367	2111 S Gold	emergency board-up	\$823.28	III
A 06313	106590	1353 S Main	emergency board-up	\$794.31	III
C 02686	138605	2701 E 9th St N	emergency board-up	\$777.71	I
C 05293	141585	206 S Poplar	emergency board-up	\$733.71	I
B 05004	124135	1514 S Mosley	emergency board-up	\$791.35	III
A 01097-1	100356	1158 N Jackson	emergency board-up	\$743.35	VI
D 22075	223016	201 S Ridge	emergency board-up	\$876.71	V
B 15033	534550	1603 E Mona St	emergency board-up	\$5,300.03	III
C 02515-005A	138397	2647 E 8th St N	emergency board-up	\$787.37	I
B 08253	127925	1417 E Harry St	emergency board-up	\$447.48	I
A 01792	101117	122 E 13 <sup>th</sup> St N	emergency board-up	\$221.70	VI
C 20321	165912	1508 N Pershing	emergency board-up	\$354.15	I
C 02704 000B	138657	2652 E 8 <sup>th</sup> St N	emergency board-up	\$122.62	I
C 02681	138598	2723 E 9 <sup>th</sup> (2717 E 9 <sup>th</sup> )	emergency board-up	\$880.58	I
C 03146	139163	1021 N Estelle Ave	emergency board-up	\$146.83	1
A 01273	100540	1324 N Jackson Ave	emergency board-up	\$195.05	VI
C 27019	172451	8027 E Lynwood Blvd	emergency board-up	\$114.73	II

Published in the Wichita Eagle on November 22, 2013

**ORDINANCE NO. 49-598**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION )** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOT 21 MC COOL & LAMBE'S ADD.	\$420.00
E 75 FT S 120 FT LOT 15 BLOCK D BROWN'S SUB. OF COLLEGE HILL ADD.	\$14,335.81
LOTS 10-11 BLOCK 22 JONES PARK ADD.	\$5,621.00
W 100 FT E 166 FT LOT 39 3RD. CLARKDALE SUB.	\$6,138.00
LOTS 9-10-11 BLOCK 27 JONES PARK ADD.	\$734.00
LOTS 2-4 KITCHENMEISTER'S SUB.	\$6,500.00

N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	\$12,703.00
LOT 8 BLOCK 13 SHADYBROOK ADD.	\$7,548.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2014** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **19th day of November, 2013.**

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

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Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on November 22, 2013

ORDINANCE NO. **49-599**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 1-3 EXC N 75 FT THIRTEENTH ST. HOOVER'S ADD.	\$221.70
LOT 19 BLOCK 2 BONNIE BRAE ADD.	\$114.73
W 50 FT E 250 FT N 110 FT RES A MOSSMAN'S ADD.	\$787.37
E 17 FT LOT 34-ALL LOT 36 & W 6 FT LOT 38 ALICE'S SUB.	\$122.62
LOT 2 BLOCK C RIVENDALE ADD.	\$5,300.03
S 21 FT LOT 9-ALL OF LOT 11 & N 6 FT LOT 13 GOLD AVE. FAIR GROUNDS ADD.	\$823.28
LOTS 6-8 POPLAR ST. BUCKNER'S SUB.	\$733.71

LOTS 18-20 BLOCK 3 ESTERBROOK PARK ADD.	\$146.83
LOTS 2-4 KITCHENMEISTER'S SUB.	\$447.48
W 71.5 FT LOTS 1045-1047 JACKSON AVE. GREIFFENSTEIN'S 8TH. ADD.	\$743.35
N 1/2 W 1/2 LOT 9 BLOCK 5 PERRY'S ADD.	\$791.35
LOT 11 BLOCK C WESTVIEW ADD.	\$876.71
LOTS 1213-1215 JACKSON ST. LEWELLEN ADD.	\$195.05
LOTS 3-4-5-6 EIDE ADD	\$880.58
LOT 13 BLOCK 7 KEN-MAR ADD.	\$354.15
LOT 1 EXC E 3 FT S 22 FT & E 19 FT LOT 2 BEARD'S SUB. OF LOT 3 MOSSMAN'S ADD.	\$777.71
S 5 FT LOT 79 & N 25 FT LOT 81 MAIN ST. FITZGERALD'S ADD.	\$794.31

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2014** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **19th day of November, 2013.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Mayor and City Council

**SUBJECT:** 2014 Aerial Photography Services (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the expenditure.

**Background:** The City of Wichita and Sedgwick County maintain a partnership to provide aerial photography which serves as the base layer in the Geographic Information System (GIS). All additional GIS layers are created and maintained from this base layer. Continued growth and development throughout the City necessitates the periodic replacement of existing aerial photography, typically once every three years. These photography updates were last completed in 2011.

The City and Sedgwick County alternate the responsibility for selection of a photography services provider, as well as all administrative requirements. Sedgwick County is responsible for these activities for the 2014 updates. The City is required to provide funding for a portion of the project costs.

**Analysis:** Maintaining updated aerial photography is critical for Public Works & Utilities for mapping and planning for future growth. Additionally, growth studies for areas requiring transportation adjustments and tracking of Equivalent Residential Unit fees are accomplished utilizing current aerial photography. Other City departments, such as Fire, Police, and the Metropolitan Area Building & Construction Department, rely on up-to-date aerial photography as well.

**Financial Considerations:** The 2011-2020 Adopted Capital Improvement Program includes \$162,000 for this project in 2014, with all expenditures being made the same year. The project is cash funded through the Water Utility Fund. The Wichita Area Metropolitan Planning Organization will reimburse the City approximately \$2,500.

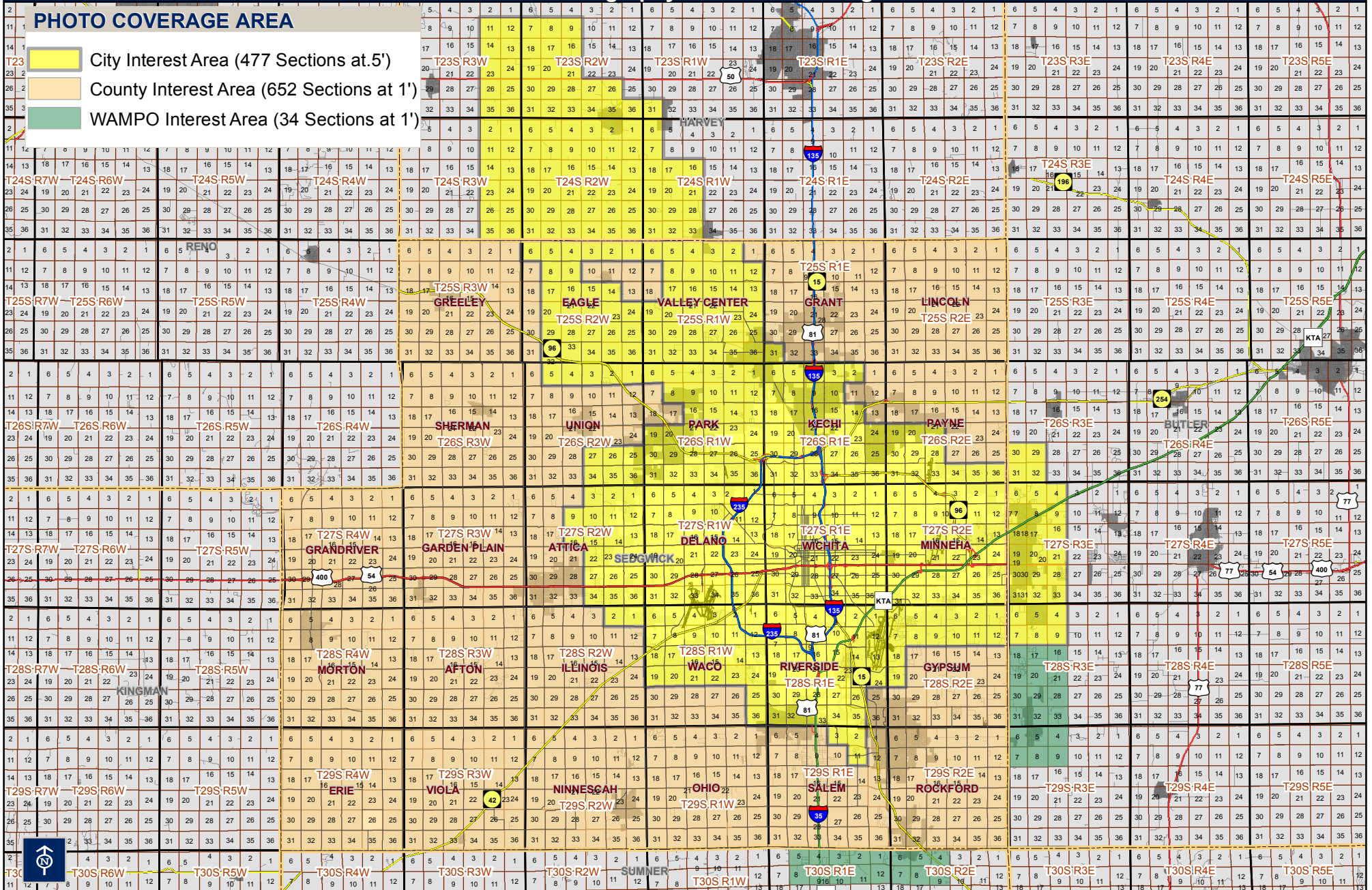
**Legal Considerations:** There are no legal considerations associated with this expenditure.

**Recommendation/Action:** It is recommended that the City Council approve the expenditure and authorize the necessary signatures.

**Attachments:** Map

# Project Area Boundary

## - Aerial Photography Services 2014 Flight -



Software: ArcGIS Ver. 10.X  
Hardware: Dell Xeon  
Plotter: Konica MFP



It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information, or data displayed.

Note: Public property represented on this map is not intended to be inclusive.

[http://wmgis2le5/worklynx/gisworkladmin/2014Aerials/Mapping/2014bndryrpf\\_appendix.mxd](http://wmgis2le5/worklynx/gisworkladmin/2014Aerials/Mapping/2014bndryrpf_appendix.mxd)



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Partial Redemption of Industrial Revenue Bonds (Greater Wichita YMCA)  
(District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution authorizing the call for redemption.

**Background:** On April 12, 2011, the City Council approved the issuance Industrial Revenue Bonds (“IRBs”) to the Greater Wichita YMCA for an amount not to exceed \$23,000,000. The bond proceeds were used to construct, and equip a new Central Branch facility to replace the facility located at 402 North Market in downtown Wichita. The YMCA is requesting City Council approval of an early call of a portion of the bonds.

**Analysis:** Section 302 of the Bond Indenture provides that the Issuer may elect to redeem Bonds subject to optional redemption upon receipt of a written request of the YMCA. The YMCA gave written notice on October 14, 2013 to the Trustee directing the Trustee to call the Bonds. The City also received notice on October 14, 2013 from the YMCA of a request to call a portion of the bonds and of the company’s intention to redeem \$2,250,000 on December 31, 2013. The YMCA redeemed \$6,000,000 on June 30, 2013.

The Greater Wichita YMCA has received cash donations which will be used to redeem a portion of the principal balance of the bonds. The early redemption of the bonds was anticipated at the time of issuance and will allow the YMCA to consider funding new projects.

**Financial Considerations:** There is no financial impact to the City resulting from the proposed redemption. The Greater Wichita YMCA agrees to continue to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution authorizing an early redemption of a portion of the Series 2011 Bonds.

**Attachments:** Resolution

**RESOLUTION NO. 13-197**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, TO  
CALL A PORTION OF CERTAIN INDUSTRIAL REVENUE BONDS, SERIES I, 2011 (THE  
GREATER WICHITA YMCA PROJECT).**

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City” or “Issuer”) heretofore passed Ordinance No. 48-981 of the City of Wichita, Kansas, authorizing the issuance of its Industrial Revenue Bonds, Series I, 2011 (Greater Wichita YMCA Project), and the execution of a certain Trust Indenture (the “Indenture”), dated as of April 1, 2011, in connection therewith; and,

WHEREAS, The Greater Wichita YMCA has requested the City of Wichita to approve a call for early redemption of \$2,250,000 principal amount of the Series I, 2011 Bonds, for payment on December 31, 2013, pursuant to Section 302 of the Bond Indenture; and,

WHEREAS, the funds for the redemption will be provided by cash from The Young Men’s Christian Association of Wichita; and,

WHEREAS, The Greater Wichita YMCA has given notice to the Bank and provided redemption instructions to the Bond Trustee, by letter of October 14, 2013; and,

WHEREAS, because the Series I, 2011 Bonds are special obligations of the City of Wichita, the terms of the Indenture require the City’s consent in order for the call to proceed as scheduled.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY  
OF WICHITA, KANSAS:**

**Section 1.** The City hereby consents to the proposed call and redemption, and ratifies the October 14, 2013 notice to the Bank and instructions to the Bond Trustee issued by The Greater Wichita YMCA, calling for the early redemption and payment of \$2,250,000 in principal amount of the Series I, 2011 Bonds on December 31, 2013.

**Section 2.** Any and all fees and expenses in connection with the redemption of the Bonds will be provided from the Young Men’s Christian Association of Wichita. Nothing herein contained shall obligate the City in any manner in connection with the cost of the redemption of the Bonds.

**Section 3.** The Mayor and City Clerk are hereby authorized and directed to take such further actions not inconsistent herewith as may be necessary to carry out the purposes contemplated by this Resolution.

**Section 4.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this November 5, 2013.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Improvements to Amidon between 21<sup>st</sup> and 29<sup>th</sup> Streets North (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Place the amending ordinance on first reading and approve the revised budget.

**Background:** On August 24, 2010, the City Council approved \$470,000 for the design of improvements to Amidon between 21<sup>st</sup> and 29<sup>th</sup> Streets North. On March 20, 2012, the City Council approved a design concept and \$300,000 for right-of-way acquisition and utility relocation, bringing the total budget to \$770,000. Right-of-way acquisition and utility relocation are currently underway, with construction projected to begin in late spring 2014.

**Analysis:** Approximately 75% of the necessary right-of-way has been acquired thus far utilizing all of the budget approved to-date. Since right-of-way acquisition and utility relocation must be complete before construction can begin, it is essential that these efforts continue without interruption. Staff is requesting a \$1,000,000 increase to the currently approved budget to fund remaining right-of-way acquisition and any necessary utility relocation costs.

**Financial Consideration:** The existing approved budget of \$770,000 is funded by General Obligation (GO) bonds. The 2011-2020 Adopted Capital Improvement Program (CIP) includes additional GO bond funding of \$7,000,000 in 2014 for right-of-way acquisition, utility relocation, construction, and Engineering staff and administrative costs for this project. Staff is requesting the initiation of \$1,000,000 at this time, which will bring the total budget to \$1,770,000. The project will be returned to City Council at a later date for approval of construction funding.

**Legal Considerations:** The amending ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, and amending ordinance.

## ORDINANCE NO. 49-600

AN ORDINANCE AMENDING ORDINANCE NO. **49-245** OF THE CITY OF WICHITA, KANSAS DECLARING **AMIDON, BETWEEN 21ST STREET AND 29TH STREET (472-84914)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 1 of Ordinance **No. 49-245** is hereby amended to read as follows:

“SECTION 1. SECTION 2 of Ordinance **No. 48-810** is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Amidon, between 21<sup>st</sup> Street and 29<sup>th</sup> Street (472-84914)** as a main trafficway in the following particulars:

The design, acquisition of right-of-way and relocation of utilities as necessary for a major traffic facility.”

SECTION 2. SECTION 2 of Ordinance **No. 49-245** is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance **No. 48-810** is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvements is estimated to be **One Million Seven Hundred Seventy Thousand Dollars (\$1,770,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 1 and 2 of Ordinance **No. 49-245** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19 day of November, 2013.

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Carl Brewer, Mayor

ATTEST:

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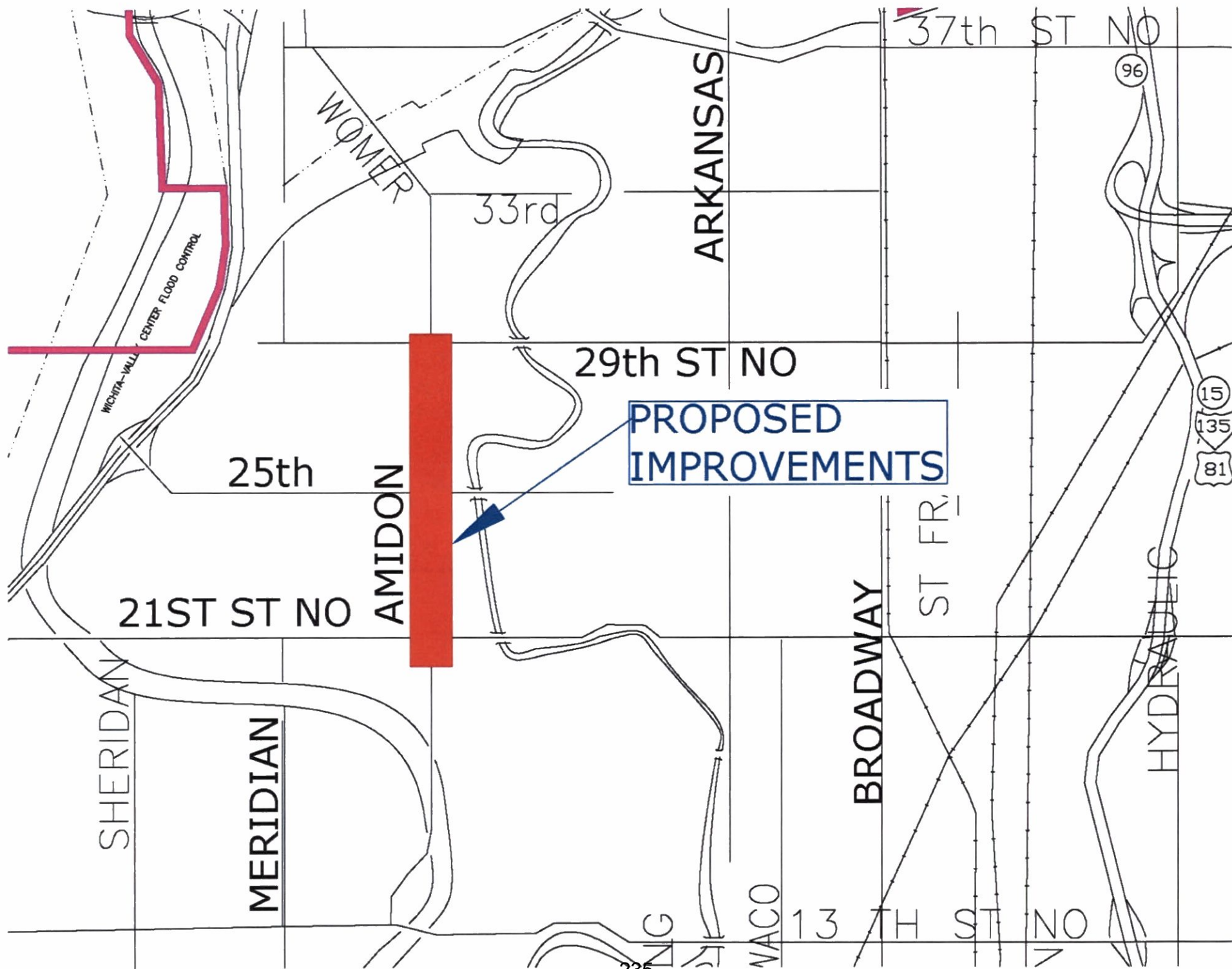
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law



# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2014

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 49-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-84914

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: Nov 5, 2013

REQUEST DATE:

PROJECT #: 210488

PROJECT TITLE: Amidon, 21st to 29th Streets North

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Amidon, 21st to 29th Streets North

OCA #: 707023

OCA TITLE: Amidon, 21st to 29th Streets North

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$770,000.00	\$1,000,000.00	\$1,770,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$770,000.00	\$1,000,000.00	\$1,770,000.00

## Expense Object Level 3

2999 Contractuals	\$770,000.00	\$1,000,000.00	\$1,770,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$770,000.00	\$1,000,000.00	\$1,770,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

*[Signature]*

DATE:

10/16/13

DEPARTMENT HEAD:

*[Signature]*

DATE:

10/17/13

BUDGET OFFICER:

*[Signature]*

DATE:

20 Oct 13

CITY MANAGER:

DATE:



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Improvements to the K-96 and Greenwich Interchange (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised budget and place the amending ordinance on first reading.

**Background:** On October 16, 2012, the City Council approved a budget of \$1,000,000 and a final design concept for improvements to the interchange at K-96 and Greenwich. Design work is nearly complete and right-of-way acquisition is progressing, with utility relocation work to begin soon. Construction is projected to begin in spring 2014.

**Analysis:** The existing interchange provides a westbound entrance ramp and an eastbound exit ramp, to and from K-96. Proposed improvements include the addition of a westbound exit ramp and an eastbound entrance ramp, with the interchange being signalized at each ramp to K-96, and Greenwich Village Drive. Additionally, Greenwich will be modified between 21<sup>st</sup> and 27<sup>th</sup> Streets North to provide dual left turns, right turn lanes, and the extension of medians needed to handle future traffic volumes. Relocation and improvement of the existing waterline and other utilities is required to accommodate the proposed paving improvements.

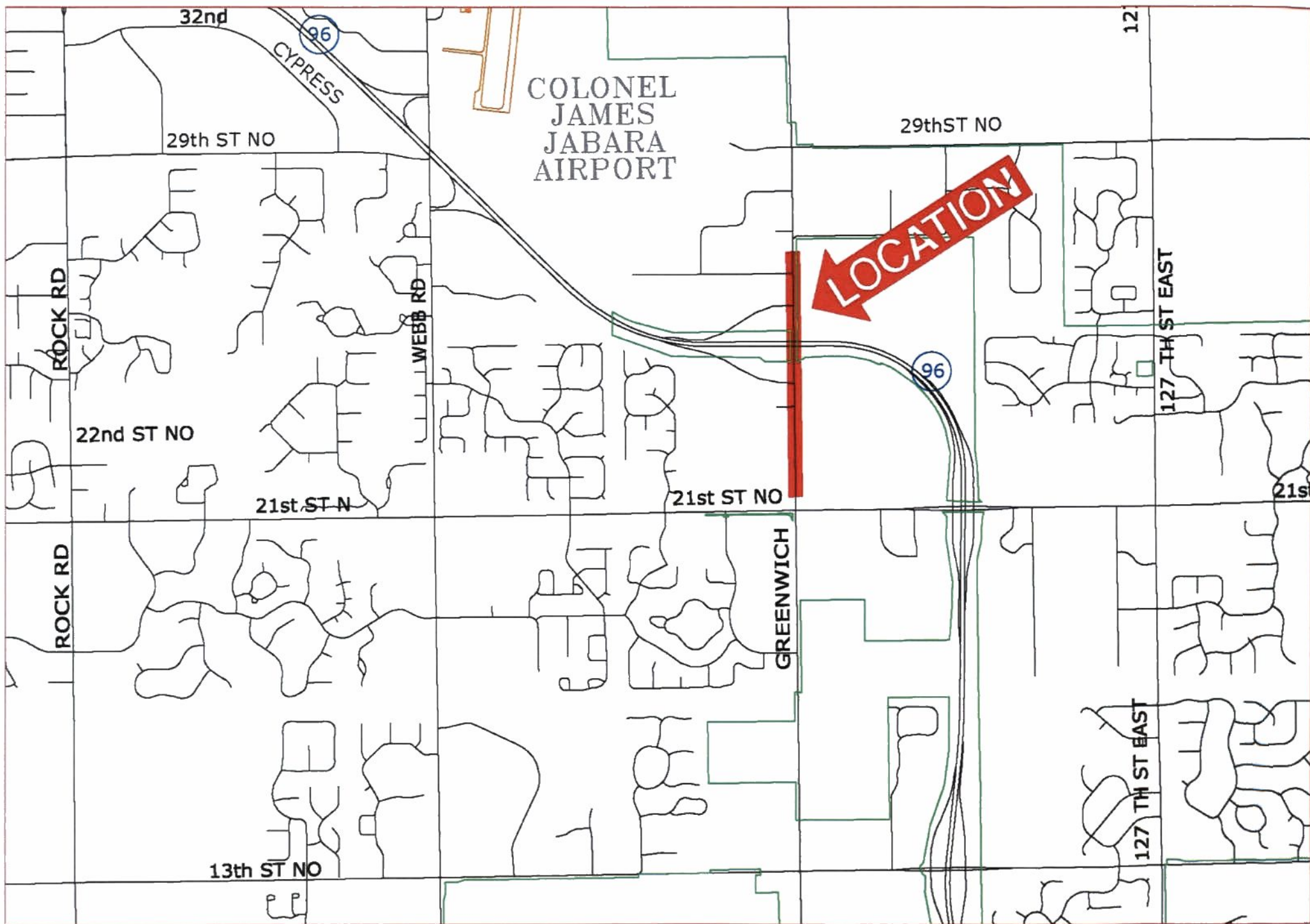
Design needs may require the acquisition and granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

**Financial Consideration:** On September 10, 2013, the City Council approved the transfer of \$1,000,000 from the Greenwich, Harry to Pawnee widening project to the K-96 and Greenwich Interchange project. Staff is requesting approval of this \$1,000,000 for completion of design, right-of-way acquisition, and utility relocation costs. The addition of this \$1,000,000 to the existing budget brings the total revised budget to \$2,000,000, funded equally between Local Sales Tax and General Obligation bonds. The project will be returned to City Council at a later date for approval of the available State and local construction funding.

**Legal Considerations:** The amending ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading, and authorize the necessary signatures. Design needs may require the acquisition and granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

**Attachments:** Map, budget sheet, and amending ordinance.



# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2012/2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 49-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85066

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Nov 5, 2013

REQUEST DATE:

PROJECT #: 211506

PROJECT TITLE: K96 and Greenwich Interchange

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: K96 and Greenwich Interchange

OCA #: 707041

OCA TITLE: K96 and Greenwich Interchange

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

Original Budget

Adjustment

New Budget

9800 LST

\$1,000,000.00

\$0.00

\$1,000,000.00

9720 G.O. Bonds

\$0.00

\$1,000,000.00

\$1,000,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$1,000,000.00

\$1,000,000.00

\$2,000,000.00

## Expense Object Level 3

2999 Contractuals

\$1,000,000.00

\$1,000,000.00

\$2,000,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

**Total Expense:**

\$1,000,000.00

\$1,000,000.00

\$2,000,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 10/16/13

DATE: 10/17/13

DATE: 20 OCT 13

DATE:

Published in the Wichita Eagle on November 22, 2013

ORDINANCE NO. 49-601

AN ORDINANCE AMENDING ORDINANCE NO. **49-362** OF THE CITY OF WICHITA, KANSAS DECLARING **K-96 AND GREENWICH INTERCHANGE (472-85066)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **49-362** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **K-96 and Greenwich Interchange (472-85066)** as a main trafficway in the following particulars:

The design, acquisition of right-of-way, relocation of utilities and construction as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **49-362** is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvements is estimated to be **Two Million Dollars (\$2,000,000)** exclusive of the cost of interest on borrowed money, with paid by Local Sales Tax, and \$1,000,000 paid by General Obligation Bonds. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. **49-362** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19<sup>th</sup> day of November, 2013.

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Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council Members

**SUBJECT:** Improvements to Railroad Crossing on Rock Road between 37<sup>th</sup> and 45<sup>th</sup> Streets North (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** The Union Pacific Railroad (UPRR) intends to upgrade the railroad crossing signals on Rock Road between 37<sup>th</sup> and 45<sup>th</sup> Streets North. The existing signal lights will be replaced with new signal lights and crossing gates as a safety enhancement. The UPRR is responsible for all work, materials, and traffic control during construction. Construction will be completed no later than October 2014.

**Analysis:** An agreement has been prepared between the City of Wichita, the UPRR, Sedgwick County, and the Kansas Department of Transportation authorizing the work.

**Financial Considerations:** The City assumes no financial responsibility for the improvements. Federal funding will cover 100% of the project costs.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement

"CITY'S ORIGINAL"

Agmt. No. 006143008

A G R E E M E N T

Union Pacific Railroad Company  
Crossing Signals with Gates

Project No. 87 X-2838-01  
HSIP-X283(801)  
Sedgwick County, Kansas

Agreement between the Union Pacific Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this 18<sup>th</sup> day of October, 2013, by and between the Union Pacific Railroad Company, a Delaware Corporation, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type with gates at a grade crossing (DOT #439343Y) on N. Rock Road in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-2838-01; HSIP-X283(801) and more particularly described as follows:

at the intersection of N. Rock Road and the Company's tracks approximately 950 feet south of the northwest Corner of Section 29, Township 26 South, Range 2 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, temporary traffic control, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. Reasonable temporary traffic control expenses are allowable project expenses, based on the roadway's functional classification and average daily traffic. For this project, reasonable traffic control expenses will be the one time installation and subsequent removal of two "Start Construction" and two "End Construction" signs, and traffic flagging when signal installation activities infringe on the traveled way of the roadway. All temporary traffic control will be in accordance with the MUTCD.

3. The City will install and maintain the advance warning signs and pavement markings.

4. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

5. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.

6. The Company will remove the existing cantilever signals and will install the new railway-highway crossing signals, flashing light straight post type with gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.



7. The Company shall comply with respect to the Project with the Buy America provisions set forth in 23 CFR 635.410, in the use of steel and iron produced in the United States, subject to the conditions therein set forth. The Company and Secretary shall work together to clarify with FHWA specific certification requirements, if any, of FHWA.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the Secretary and/or Federal Highway Administration. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are declared by the Secretary and/or Federal Highway Administration to be ineligible for participation in Federal Funds.

12. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

MICHAEL S. KING  
SECRETARY OF TRANSPORTATION

BY: James O. Brue  
Fe RODNEY D. LACY, P.E., CHIEF  
BUREAU OF ROAD DESIGN

UNION PACIFIC  
RAILROAD COMPANY

BY: Phyllis H. Hanes  
TITLE: AVP ENGINEERING



ATTEST:

Karen Soblet  
CITY CLERK

THE CITY OF WICHITA

[Signature]  
PRESIDENT OF GOVERNING BODY

APPROVED AS TO FORM:

Gary Rebenstorf  
Gary Rebenstorf, Director of Law

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DATE: 2013-08-28

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2014-02-26

## DESCRIPTION OF WORK:

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS

WITH GATES AT WICHITA, KS, ROCK RD. M.P. 477.05

ON THE WICHITA IND. LEAD DOT #439343Y

WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:

SIGNAL - KDOT - 100%

ESTIMATED USING FEDERAL ADDITIVES - 109.54%

PID: 83776 AWD: 20920 HP,SUBDIV: 477.05, WICHITA  
SERVICE UNIT: 07 CITY: WICHITA STATE: KS

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			3483		3483		3483
LABOR ADDITIVE 109.54%			9051		9051		9051
SIG-HWY XNG			4821		4821		4821
<b>TOTAL ENGINEERING</b>			<b>17355</b>		<b>17355</b>		<b>17355</b>
<b>SIGNAL WORK</b>							
BILL PREP			900		900		900
BORING				7500	7500		7500
CONTRACT				5582	5582		5582
LABOR ADDITIVE 109.54%			39442		39442		39442
MATL STORE EXPENSE				11	11		11
METER SERVICE				7500	7500		7500
PERSONAL EXPENSES				16500	16500		16500
ROCK/GRAVEL/FILL				15000	15000		15000
SALES TAX				2232	2232		2232
SIGNAL			35107	55823	90930		90930
TRANSP/IB/OB/RCLM CONTR				9459	9459		9459
WZT CONTROL				3712	3712		3712
ENVIRONMENTAL - PERMITS				1	1		1
<b>TOTAL SIGNAL</b>			<b>75449</b>	<b>123320</b>	<b>198769</b>		<b>198769</b>
<b>LABOR/MATERIAL EXPENSE</b>			<b>92804</b>	<b>123320</b>			
<b>RECOLLECTIBLE/UPRR EXPENSE</b>					<b>216124</b>	<b>0</b>	
<b>ESTIMATED PROJECT COST</b>							<b>216124</b>

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 83776

A.W.O. NO: 20920

U.O. NO:

D.I. NO: 13EN10

STATE: KS

VAL SEC: 1425

RAILROAD: UPRR CO.

LOCATION: WICHITA, KS, ROCK RD.

DEPARTMENT: ENGINEERING SERVICES

## STOCK MATERIAL PLAN

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATERIAL \$
02040420	BATTERY, GNB, 50013, 312 AH.	197.23	13	EA	2564
09011240	CABLE TIE, NYLON 1 1/8" MAX. DIA.	0.02	200	EA	4
09011980	CABLE TIE, NYLON 3 1/2" MAX. DIA.	0.19	20	EA	4
09014950	CIRCUIT BRKR, 120/240V 20A 2 POLE	14.65	1	EA	15
09015270	CIRCUIT BREAKER, 120V/240V 20A AC	6.46	1	EA	6
09034550	TAPE, ELECTRICAL INSULATION	4.36	2	RL	9
09054360	RELAY, GEN. PURPOSE 120V. TAB 856	5.89	1	EA	6
09057650	SOCKET, P-D 27E122 TAB 836A & 856	2.29	1	EA	2
09066900	TERMINAL, SPADE, 10-12 WIRE, #8 STUD	0.17	10	EA	2
09137100	TERM. LUG 3/16 CABLE-1/4 POST 2412	0.55	20	EA	11
09215100	33466 TERMINAL, RING TONGUE AMP	0.19	44	EA	8
09224750	216-107 TERMINAL, FERRULE, FOR #10	0.05	20	EA	1
09224800	216-104 TERMINAL, FERRULE, W	0.02	50	EA	1
09260350	TERMINAL, #16-14 #8 SPADE	0.08	35	EA	3
09261420	321524-1 TERMINAL, TEST 16-22 A	1.77	4	EA	7
09261570	321527-1 TERMINAL, TEST	1.73	15	EA	26
09401140	ADAPTER, 4 INCH CARLON PLASTIC	2.95	2	EA	6
09409820	BUSHING, 4" PLASTIC, INSULATING	0.82	2	EA	2
09424920	CONDUIT, 4", PVC, TYPE 40	1.90	60	LF	114
09467930	LOCKWUT, 4 INCH, GALVANIZED	6.00	2	EA	12
09844170	GROUND ROD, 5/8 INCH X 8 FEET	9.77	9	EA	88
09846750	GRND. ROD CONN. 4WAY ONE SHOT.	5.32	9	EA	48
09904000	WIRE, #2 AWG 3 COND 300 FT. SPOOL	5.60	300	LF	1680
09908640	WIRE, #6 AWG 1 COND. COPPER, SOLID	0.49	225	LF	110
09912200	WIRE #6 AWG 2 COND 500' ROLL SHIELDED	2.01	500	LF	1005
09913200	WIRE, #6, 5 COND 500' ROLL SHIELDED	3.93	500	LF	1965
09915610	WIRE #6 AWG 1 COND COPPER, STRAN	0.77	170	LF	131
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.24	600	LF	144
09932310	WIRE #10 AWG 1 COND COPPER, TWIST	0.55	150	LF	83
09946100	WIRE #14, 7 COND 500' ROLL SHIELDED	1.65	500	LF	825
09960090	WIRE #16 AWG 1 COND COPPER, STRAN	0.10	500	LF	50
09976180	WIRE, #22, TW. PR. BULDRN #8761	0.13	20	LF	3
13547870	SHEET METAL SCREW, #10 X 1 INCH	3.59	1	DX	4
13552450	SHEET METAL SCREW, #12 X 3/4"	2.10	2	DX	4
13553150	SHEET METAL SCREW #12 X 1"	3.14	2	DX	6
17061400	PADLOCK, SIGNAL, WITHOUT KEY, AMERIC	15.40	10	EA	154
17061540	PADLOCK, SIGNAL, MAXIMUM SECURITY	18.36	1	EA	18
28041880	PALLET, 48 X 40 INCH 2/WAY	10.04	2	EA	20
33013860	OAKUM, TREATED PLUMBER SPUN	11.35	10	LB	114
35040020	PLASTER OF PARIS, #DAP 10308	3.31	1	DX	3



## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 83776

A.W.O. NO: 20920

H.O. NO:

B.I. NO: 13EN10

STATE: KS

VAL SEC: 1425

RAILROAD: UPRR CO.

LOCATION: WICHITA, KS, ROCK RD.

DEPARTMENT: ENGINEERING SERVICES

39340220 SIGN, HIGHWAY CROSSING, STANDARD	50.00	2 EA	100
52001370 SURGE PROTECTOR SP20-2A TAB 585	70.93	2 EA	142
52003630 POWER CABLE, CABIN TO GENERATOR -	80.72	1 EA	81
52005700 BOND WIRE, 7 STRANDS 100 L.F. ROLL	0.97	200 LF	194
52016830 WIRE DUCT, 2X3	8.70	12 EA	104
52016940 WIRE DUCT, 3X3	10.24	5 EA	51
52017510 WIRE DUCT COVER 2"X6"	1.88	12 EA	23
52017620 WIRE DUCT COVER 3"X6"	2.79	5 EA	14
52019530 ENCLOSURE, SHUNT, POLE MOUNTED, 24X2	245.80	2 EA	492
52021550 FOUNDATION, 4', STEEL, FOR FLSHR/GAT	365.45	2 EA	731
52025260 HOUSE, 6X6, W/CLIMATE CONTROL	8188.63	1 EA	8189
52027350 CLIP BOARD - FOR SIGNAL PRINTS	8.03	1 EA	8
52027430 STEP BOX	22.20	1 EA	22
52030010 LIGHTNING ARRESTOR CONN. STRIP	10.66	4 EA	43
52039210 RECTIFIER, 20EC, 12V, TAB 575	294.97	2 EA	590
52042650 POST, MOUNTING, FOR SHUNT HOUSING	19.50	4 EA	78
52068650 TERMINAL, #6 - 5 WIRE - RING TYPE	0.16	55 EA	9
52070010 TERMINAL, #12-10 WIRE, RING TONGUE	0.24	300 EA	72
52071600 TERMINAL, #20-16 WIRE, RING TONGUE	0.13	150 EA	20
52072280 TERMINAL BLOCK, SIGNAL 2 POST BAK	4.76	26 EA	124
52072740 TERMINAL BLOCK, SIGNAL 12 POST 6 UN	16.71	1 EA	17
52072960 TERMINAL BLOCK, SIGNAL 12 POST	15.80	12 EA	190
52074570 TEST LINK, 1" CENTER TO CENTER	1.53	4 EA	6
52074580 TEST LINK, 2-3/8" CENTER TO CENTE	1.89	1 EA	2
52079550 WIRE TAG, PLASTIC - WHITE	0.17	100 EA	17
52079560 MARKING PEN (FOR WHITE TAG)	1.95	1 EA	2
52108120 LED FL/ONTE ASSY. 2 WAY LIGHTS	6830.14	2 EA	13660
52109370 GATE ARM, ADJ. 16-32"	426.90	2 EA	854
52122140 HIGH WIND BRACKET 5" OR 4"	65.83	2 EA	132
52136380 SHEAR BOLT, 74GS2H-1, NEO	5.48	2 EA	11
52136480 SHEAR PIN, 74GS2H-2, NEO	4.73	2 EA	9
52136500 GUARD FENCE, 12 FEET 6 INCHES	417.83	2 EA	836
52145130 CROSSING GATE ALIGNMENT ARROWS	1.10	2 PK	2
52207100 GRDXKO PRDTR GCP4000 2TK, MAX W/SE	14792.67	1 EA	14793
52258850 RDS, TAB 642, 62775-3497	324.35	2 EA	649
52263600 SURGE ARRESTOR, METER LOOP.	31.71	1 EA	32
52264040 SURGE PANEL - TAB 618	183.74	1 EA	184
52276150 SS XING CONTROLLER MODULE FOR GCP	1561.89	2 EA	3124
53648010 INSULATING CAP & SHIELD ASSY.	2.36	4 EA	9
53783630 UN451552-0101 ARRESTER, LOW VOLTA	11.83	11 EA	130
53792820 UN451552-0201 LIGHTNING ARRESTER	11.44	28 EA	320
53903460 EPD 120/240IDFL SURGE PROTECTOR	291.14	1 EA	291
53954500 180429-000 BOOTLEG KIT	53.19	4 EA	213

TOTAL

55,828



City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** Buffalo Park Design Services (District V)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Approve the design contract.

**Background:** The 2011-2020 Capital Improvement Plan (CIP) includes funding for design and construction of enhancements at Buffalo Park, near Central and Maize Road. Proposed improvements include a water feature, restroom and other infrastructure, thus requiring the services of a design consultant. The budget for hiring of the same was approved by the City Council on April 3, 2012. On June 5, 2012, the City received 11 design and planning proposals. The Staff Screening and Selection Committee (SSSC) met on June 13, 2012 and short-listed the firms of Ochsner Hare & Hare, LLC (OHH), MKEC Engineering Consultants and Law Kingdon Architecture to interview for this project.

On July 18, 2012, the SSSC conducted interviews and selected Ochsner Hare & Hare, LLC to provide design services for the development of plans for Buffalo Park, based on its understanding of the project and previous expertise with similar projects. OHH has a quality team with extensive experience in park and aquatic design. The spray park is one of the primary components of the Buffalo Park project, and the SSSC felt that OHH will best address design, construction, operation and maintenance aspects of the water feature. OHH provided an impressive portfolio of work in this area of design.

**Analysis:** The selection of the consultant is an important step for developing future plans for Buffalo Park. Once the selected consultant is under contract, important planning and design functions can begin with neighborhood participation in the design process. Staff from the Public Works & Utilities Department will be engaged throughout the project to assist in analyzing design concepts, providing input on bid documents and project provisions, and offering construction support in an effort to minimize costs while providing a quality project.

**Financial Considerations:** A contract has been prepared with OHH for a cost not to exceed \$97,000. The 2011-2020 CIP includes \$100,000 in General Obligation funds for design services, which was approved by the City Council on April 3, 2012. This design fee is just under 10% of the construction budget of \$1,000,000 included in the CIP, which is within the expected industry range for size and type of project.

**Legal Considerations:** The Law Department has reviewed and approved this contract as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the vendor selection, 2) approve the contract and scope of services and 3) authorize all necessary signatures.

**Attachment:** Design Agreement, Scope of Services

## AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation, hereinafter  
referred to as  
"OWNER"

AND

Ochsner Hare and Hare, LLC (OHH)  
hereinafter referred to as  
"LANDSCAPE ARCHITECT"

WHEREAS, the **OWNER** is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the **PROJECT**, defined below; and

WHEREAS, **LANDSCAPE ARCHITECT** was selected from competing proposers as offering **OWNER** the proposal representing the greatest benefit and value within the available budget, and

WHEREAS, the **OWNER** desires to have Design, Construction Documentation, and Construction Administration Services prepared for Buffalo Park hereinafter referred to as the "PROJECT"; and

WHEREAS, **LANDSCAPE ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of Design, Construction Documentation, and Construction Administration Services, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties agree as follows:

### I. PURPOSE:

The **OWNER** employs the **LANDSCAPE ARCHITECT**, which agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, to develop Design, Construction Documentation, and Construction Administration Services for Buffalo Park, located at 10201 Hardtner, Wichita, Kansas.

### II. BASIC SERVICES:

The **LANDSCAPE ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

### III. THE LANDSCAPE ARCHITECT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").
- C. To make available during regular office hours, all calculations, sketches and drawings such as

the **OWNER** may wish to examine periodically during performance of this Agreement.

- D. To save and hold **OWNER** harmless against all damages and losses for injuries to persons or property caused by negligent acts, errors, or omissions of **LANDSCAPE ARCHITECT**, its employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **LANDSCAPE ARCHITECT** and, where relevant, to make such material available to the **OWNER**.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all services rendered in connection with the tasks as outlined in the **SCOPE OF SERVICES** (Exhibit "A").
- H. To complete the services to be performed by **LANDSCAPE ARCHITECT** within the time allotted for the **PROJECT** in accordance with Paragraph VI, Time of Completion; EXCEPT that the **LANDSCAPE ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **LANDSCAPE ARCHITECT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **LANDSCAPE ARCHITECT** under this Agreement. **LANDSCAPE ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **LANDSCAPE ARCHITECT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **LANDSCAPE ARCHITECT** shall procure and maintain such insurance as will protect the **OWNER** from damages resulting from the negligent acts of the **LANDSCAPE ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Further, a commercial general liability policy shall be procured and maintained by the **LANDSCAPE ARCHITECT** that shall be written in a comprehensive form and shall protect **LANDSCAPE ARCHITECT** and the **OWNER, including its employees and agents**, as an certificate holders, against all claims arising from injuries to persons (other than

**LANDSCAPE ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **LANDSCAPE ARCHITECT**, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance on standard ACORD forms, to include NAIC codes shall be filed with the **OWNER** before the time **LANDSCAPE ARCHITECT** starts any work under this Agreement. .

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **LANDSCAPE ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **LANDSCAPE ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager for **LANDSCAPE ARCHITECT** shall coordinate all aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **LANDSCAPE ARCHITECT'S** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

#### **IV. THE OWNER AGREES:**

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **LANDSCAPE ARCHITECT**. Confidential material so furnished will be kept confidential by the **LANDSCAPE ARCHITECT**. **LANDSCAPE ARCHITECT** is entitled to rely upon information supplied by the **OWNER**. **LANDSCAPE ARCHITECT** has the right to use such information, requirements, reports, data, surveys and instructions in performing its services and **LANDSCAPE ARCHITECT** is entitled to rely upon the accuracy and completeness of such information. **LANDSCAPE ARCHITECT** shall not rely on any information supplied by **OWNER** that is inconsistent with the survey or geotechnical report required of **LANDSCAPE ARCHITECT** below.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **LANDSCAPE ARCHITECT**, except as specified in Exhibit "A".
- C. To pay the **LANDSCAPE ARCHITECT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **LANDSCAPE ARCHITECT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **LANDSCAPE ARCHITECT** in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **LANDSCAPE ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be provided to the **LANDSCAPE ARCHITECT** for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **LANDSCAPE ARCHITECT** in a timely fashion.

- G. To save and hold **LANDSCAPE ARCHITECT** harmless against all damages and losses for injuries to persons or property cause by negligent acts, errors, or omissions of **OWNER**, its employees, or subcontractors occurring in the performance of its services under this Agreement.

## **V. PAYMENT PROVISIONS:**

The **OWNER** agrees to pay the **LANDSCAPE ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. For the complete Design, Construction Documentation, and Construction Administration Services including landscape architectural, architectural, civil engineering services, and site restoration services, and other related items including those items identified in **SCOPE OF SERVICES**, Exhibit "A" a single stipulated lump sum fee of Ninety Seven Thousand Dollars (\$97,000.00) which shall constitute complete compensation for the services. This inclusive fee, which includes all reimbursable expenses, and shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.
- B. Payments on undisputed fees are payable to the **LANDSCAPE ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due (not including fees in dispute), the **LANDSCAPE ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **LANDSCAPE ARCHITECT** under this Agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **LANDSCAPE ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **LANDSCAPE ARCHITECT** will enter into an additional Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
1. **LANDSCAPE ARCHITECT** serving as a witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
  2. Additional design services not covered by the scope of this Agreement.
  3. Observation and administration related to the **PROJECT** but not encompassed in this Agreement.
  4. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **LANDSCAPE ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.

- E. If services are rendered by the **LANDSCAPE ARCHITECT** for the PROJECT or portions of the PROJECT, but the **OWNER** elects to cancel the PROJECT or portions thereof the **LANDSCAPE ARCHITECT** shall be compensated at an amount in proportion to the services actually rendered as stated in Paragraph A above that have been completed at the time of the notice of cancellation or termination.

#### **VI. TIME OF COMPLETION:**

The **LANDSCAPE ARCHITECT** agrees to complete all Phases of this PROJECT as follows:

- A. One hundred fifty (150) working days from the date of approval of the Agreement pending availability of **OWNER** and staff.
- B. The **OWNER** agrees to cooperate with the **LANDSCAPE ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **LANDSCAPE ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **LANDSCAPE ARCHITECT** under the terms of the Agreement.

#### **VII. REVISIONS OF PLANS:**

- A. If the **OWNER'S** budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the **OWNER** shall:
1. give written approval of an increase in the budget for the Cost of the Work;
  2. authorize rebidding or renegotiating of the Project within a reasonable time;
  3. terminate in accordance with Section VIII A.;
  4. in consultation with the **LANDSCAPE ARCHITECT**, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  5. implement any other mutually acceptable alternative.
- B. Due to uncertainty in the availability of construction labor and materials and the resulting impact on inflation and construction costs, the **LANDSCAPE ARCHITECT** cannot and does not warrant or represent that the Cost of the Work will be within the **OWNER'S** budget for the Cost of the Work. If the **OWNER** chooses to proceed under Sections A.1, A.4, or A.5 of this Article VII, the **LANDSCAPE ARCHITECT**, as Additional Services, shall modify the Construction Documents as necessary to comply with the **OWNER'S** budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section A.1 of this Article VII. The **LANDSCAPE ARCHITECT'S** modification of the Construction Documents shall be the limit of the **LANDSCAPE ARCHITECT'S** responsibility under this Article VII. The **LANDSCAPE ARCHITECT** shall be entitled to compensation in accordance with this Agreement for all services performed (including, but not limited to, redesigning, redrawing, rebidding, and renegotiating) whether or not construction is commenced.

#### **VIII. THE PARTIES HERETO MUTUALLY AGREE:**

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **LANDSCAPE ARCHITECT'S** inability to proceed with the work, or because the services of the **LANDSCAPE ARCHITECT** are unsatisfactory; PROVIDED,



however, that in any case the **LANDSCAPE ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **LANDSCAPE ARCHITECT'S** actual costs plus a reasonable fee for profit based upon a fixed percentage of the **LANDSCAPE ARCHITECT'S** actual costs. The **LANDSCAPE ARCHITECT** may terminate this Agreement upon giving the **OWNER** 14 days prior written notice for breach by the **OWNER** of any material term, including but not limited to payment terms.

- B. That the field notes and other pertinent final drawings and final documents pertaining to the **PROJECT** shall become the property of the **OWNER** upon completion or termination of the **LANDSCAPE ARCHITECT'S** services and payment in full of monies due the **LANDSCAPE ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications for a different project without the prior written authorization of the **LANDSCAPE ARCHITECT**. The **OWNER** agrees to indemnify and hold the **LANDSCAPE ARCHITECT** harmless from all claims, liability or cost, which arise out of such further use without the participation of the **LANDSCAPE ARCHITECT**.
- C. That the services to be performed by the **LANDSCAPE ARCHITECT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **LANDSCAPE ARCHITECT**.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **LANDSCAPE ARCHITECT** shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **LANDSCAPE ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **LANDSCAPE ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third party beneficiary rights hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **LANDSCAPE ARCHITECT** in performing his duties will be paid by the **LANDSCAPE ARCHITECT**.
- J. The **LANDSCAPE ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **LANDSCAPE ARCHITECT** and **OWNER** jointly, for design and analysis and the **LANDSCAPE ARCHITECT** agrees to

pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

- K. Special Consultants or Subcontractors are those who provide services other than those provided by the **LANDSCAPE ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **LANDSCAPE ARCHITECT**, the **LANDSCAPE ARCHITECT** shall have no responsibility for the technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement shall be governed by the laws of the State of Kansas, with venue in any court of record in Sedgwick County Kansas.
- N. Unless otherwise provided in this Agreement, the **LANDSCAPE ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the Project site, unless such hazardous materials are brought to the Project site by the **LANDSCAPE ARCHITECT** or its employees, agents or subcontractors, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **LANDSCAPE ARCHITECT** or any other party encounters asbestos or hazardous or toxic materials indigenous to the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **LANDSCAPE ARCHITECT'S** services, the **LANDSCAPE ARCHITECT** may, at its option and without liability for consequential or any other damages, suspend performance of services on the **PROJECT** until the **OWNER or other responsible party** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

(Signatures appear on the following page)

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

---

Carl Brewer, Mayor

ATTEST:

Ochsner Hare and Hare, LLC

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Karen Sublett  
City Clerk

---

Ralph Ochsner  
Chief Executive Officer

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law

## **EXHIBIT "B"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for

review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present Agreement, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose Agreements, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a Agreement with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**DESIGN, CONSTRUCTION DOCUMENTATION AND**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**BUFFALO PARK**  
**FOR THE**  
**CITY OF WICHITA**  
**DEPARTMENT OF PARK AND RECREATION**

**General**

Buffalo Park is scheduled to receive new improvements including but not limited to the development of an interactive water feature, restroom facility and parking improvements. In addition, the park will require a comprehensive look on how to better organize and make the entire park more user friendly and functional for the currently declining lake feature. The Design Team of Ochsner Hare and Hare (OHH) and their team of sub consultants will provide design services to create the items above. OHH will provide site and master planning services, schematic and concept design, design development, construction and bid documents, and construction observation services. These services will serve to provide the necessary guidance and direction for future park improvements beginning in 2013.

The following will be provided by the LANDSCAPE ARCHITECT and the sub-consultants as required to perform the following tasks:

**A: PHASE ONE: Investigation, Site Analysis, Fact Finding and Storm Water/Pond Study**

LANDSCAPE ARCHITECT will perform investigation and fact finding tasks, and develop a Storm Water and Pond Study including but not limited to:

1. Site inventory and analysis of existing features on and off site including but not limited to existing uses of neighboring lots, utilities, topography, vegetation, hydrology, soils, etc.
2. Off-site runoff requirements for possible use of stormwater from the existing SW main located on the east side of the existing pond for remediation and pond fill. Investigate the possibility of bioretention, filtration and treatment of offsite stormwater for pond fill purposes.
3. An analysis of future off-site runoff entering Buffalo Park, including an analysis for handling future off-site runoff. LANDSCAPE ARCHITECT will coordinate with stormwater engineering or restrictions for off-site runoff draining into the lakes. This analysis will be performed for future development of Buffalo Park.
4. LANDSCAPE ARCHITECT will review the available base map information and other plan documents provided by the OWNER. LANDSCAPE ARCHITECT will use existing City of Wichita LiDar contours along with a field survey of the site to develop an existing base map of current conditions. LANDSCAPE ARCHITECT will assemble a base map for use in the preparation of all necessary plan documents based upon the field survey. All utilities will be located based on the results of a One Call and with any maps and plans made available by the utility companies, the Park Department and the City of Wichita.

## **B. PHASE TWO: Programming, Schematic and Conceptual Plan Development**

1. LANDSCAPE ARCHITECT will facilitate and manage a Design Charrette. The Design Charrette will bring together city staff and stakeholders in a process to review site analysis, develop programming, and develop conceptual design and planning for the Park Master Plan. LANDSCAPE ARCHITECT will prepare two (2) conceptual design plans for initial discussion with the OWNER as a part of the charrette. The conceptual design shall be consistent with the OWNER's direction for development. The design will take into account space-planning, operational maintenance, resident's needs, community interaction and the overall landscape and pedestrian enhancement of the site, safety, as well as motorist's views and perception of the site. The concept plans will be submitted in paper form as well as PDF electronic files, as applicable. The Programming Meeting and Design Charrette Meeting are outlined below and will be attended by the LANDSCAPE ARCHITECT and design team members as required by LANDSCAPE ARCHITECT.
2. Team Meeting – Day one (1) Day Charrette in Wichita, KS: LANDSCAPE ARCHITECT will meet with City staff to review the site analysis, and determine the program, expectations and programmed order of importance for the new improvements. The charrette will include meeting with City staff, neighborhood and area stakeholders and others to create schematic design layouts based on input from all meeting participants.
3. Team Meeting – Day two (2) Design Charrette in Wichita, KS: The LANDSCAPE ARCHITECT will refine schematic design layouts based on input from all meeting participants. The design team will create a minimum of two (2) concepts with accompanying design sketches and graphics to illustrate the intent of the designs. The concepts will be presented and from stakeholder input one (1) concept will be selected. The final concept will be developed and will be presented to conclude the design charrette.

## **C. PHASE THREE: Design Approval Process**

1. City Staff, stakeholders and the LANDSCAPE ARCHITECT will select and determine the best concept plan for the new Buffalo Park development. The LANDSCAPE ARCHITECT will attend one (1) meeting for the review of the concept plan.
2. The final master plan will be presented to Design Council, Park Board, and District Advisory Board for final comment, review and approval. The LANDSCAPE ARCHITECT will attend two (2) meetings for the presentation of the concept plan.
3. The LANDSCAPE ARCHITECT will provide one (1) revised final concept plan based on comment, review and approval by the boards mentioned above and will resubmit them if necessary.

## **D. PHASE FOUR: Design Development**

1. Based on the approved final concept plan the LANDSCAPE ARCHITECT will prepare a set of Design Development plans, details, and specifications for the new improvements identified as priority elements to be constructed over the entire site after the final program has been fully determined. The Design Development plans will include the elements identified within the program. The Design Development plans will begin to identify locations, sizes, and types of major components to along preliminary detailing and cost estimating. The design development plans will be submitted in paper form, one (1) copy, as well as PDF electronic files and AutoCAD drawing files or DXF/DXB files, as applicable. Text fonts other than standard AutoCAD drawing files are to be included with drawing files.

2. LANDSCAPE ARCHITECT will review conceptual plan and determine a maximum of ten (10) locations for soil borings within the park. The soil borings will be associated with the proposed improvements including the pond, shelter/restroom building and fountain. Borings will explore the subsurface conditions at the site with borings extending to a depth of 10 feet below grade at improvement areas a depth of 15 feet below grade within the existing lake. Borings will be drilled to the aforementioned depths or auger refusal, whichever occurs first. The actual type and number of tests will depend on the soil conditions the LANDSCAPE ARCHITECT encounters. The LANDSCAPE ARCHITECT will provide opinions and recommendations in a written report which will include a map of the boring locations, logs of the explorations and laboratory test results. The LANDSCAPE ARCHITECT will provide plugging of all geotechnical explorations that encounter ground water or extend past a depth of 25 feet meeting the requirements of the State of Kansas. The LANDSCAPE ARCHITECT has included five (5) pluggings for the 15 foot borings within the existing lake. Additional plugging will be considered additional services and will be an additional fee of \$4.00 per linear foot for each plug. LANDSCAPE ARCHITECT has not included assessment of environmental characteristics, particularly those involving hazardous and /or toxic substances.

**E. PHASE FIVE: Construction and Bid Documents**

1. LANDSCAPE ARCHITECT will prepare a complete set of Construction Plans and bid documents, details, and specifications for new improvements identified as priority elements to be constructed as determined in the Design Development package. The Construction and Bid documents will be used for bidding and construction purposes for the new park improvements. The Construction Plans will include the following:
  - a. Hardscape Plans will layout all trails, paths, benches, landscape walls, fountain, pond, parking lot, and paved plaza areas identifying any specialty paving materials or finishes. Horizontal dimensions will be included for construction staking purposes. Hardscape specifications are also included.
  - b. Grading and Drainage Plans will detail grading design and drainage system of the hardscape and landscape areas. Contours and spot elevations will be provided.
  - c. Amenity Plans will detail amenity elements for construction including benches, trash receptacles, planters, set wall, a maximum of one (1) fountain and other pedestrian improvements.
  - d. Pedestrian and Parking Lot Lighting Plans will locate pedestrian lighting for the trails and paths along with lighting within the proposed parking lot.
  - e. Utility Plans will locate service connections for the improvements including power, water, sanitary sewer and storm sewer source location, routing and connection to amenities within the project site. All lines shall be connected to main utility services existing within the project site.
  - f. Landscape plans will identify the location, species and variety, quantity, planting sizes, and any special requirements or conditions for the plant materials and areas or seed and/or sod. Final landscape planting details are also included. Landscape construction specifications are also included.
  - g. Specifications and front end documents will be provided by the LANDSCAPE ARCHITECT. The front end documents will be developed using the boiler plate template provided by the OWNER.

All proposed improvements within the Construction Plans and Bid Documents will be onsite. Offsite improvements are not included. These plans will be submitted in paper form, five (5) copies, as well as PDF electronic files and AutoCAD drawing files or DXF/DXB files, as applicable. Text fonts other



than standard AutoCAD drawing files are to be included with drawing files. The LANDSCAPE ARCHITECT has figured into the development of one (1) construction document package for construction. Additional construction document packages are not included in this scope.

**F. PHASE SIX: Construction Bidding and Negotiation**

1. LANDSCAPE ARCHITECT will provide contract bidding and negotiation services including, but not limited to bidding assistance including answering contractor questions, providing clarifications to construction documents, revising bids and prospective contractor lists.
2. LANDSCAPE ARCHITECT will attend one (1) pre-bid meeting during the bidding and negotiation process.
3. LANDSCAPE ARCHITECT will assist OWNER with contract preparation as necessary.

**G. PHASE SEVEN: Construction Observation and Administration**

1. LANDSCAPE ARCHITECT will coordinate and observe construction activities with City staff and personnel to ensure the plans are carried out to the fullest and most accurate intent of the Construction Plans and Bid Documents. Construction Administration services will include shop drawing and submittal review and site observation. The LANDSCAPE ARCHITECT will coordinate punch list requirements with the contractor prior to project substantial completion.
2. LANDSCAPE ARCHITECT will attend one (1) pre-construction meeting.
3. LANDSCAPE ARCHITECT will attend a maximum of one (1) construction progress meeting, and a maximum of one (1) site visit for punch list review and processing.
4. LANDSCAPE ARCHITECT will review, submit and coordinate contractor requests for information, change orders and clarifications for the items under their scope of work, during construction phase of the project.

The LANDSCAPE ARCHITECT has not included the following phases within this proposal: signage design, irrigation plans, detailed life-cycle costs and/or energy-use studies and energy calculations.

The LANDSCAPE ARCHITECT will utilize the services of subcontractors for assistance and completion of some of the above tasks. The following subconsultants shall be used for this project:

1. Civil/Structural Engineering – Dubois Consultants
2. Architecture – WNB
3. Lighting/Electrical Engineering – Lightworks
4. Fountain Mechanical/Electrical Engineering – Hydro Dramatics
5. Site Survey – Savoy Company
6. Geotechnical – Geotechnical Services

**Second Reading Ordinances for November 5, 2013 (first read on October 22, 2013)**

**A. Acquisition by Eminent Domain of Tracts Required for the Chemical Sewer Odor Control Site at 2300 North Broadway.**

ORDINANCE NO. 49-591

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CHEMICAL SEWER ODOR CONTROL SITE AT 2300 NORTH BROADWAY IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

**B. ZON2013-00020 Zone Change from SF-5 Single-Family Residential and Two-Family Residential to LC Limited Commercial (LC) on property generally located east of Waco Avenue, south of Harry Street, between Water Street and Wichita Street.**

ORDINANCE NO. 49-592

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**C. Ordinance changes to the Wichita/Sedgwick County Building and Trade Code.**

ORDINANCE NO. 49-593

AN ORDINANCE AMENDING SECTIONS 4.1.060, 4.1.050, 4.1.120 AND 4.2.230; AND REPEALING THE ORIGINALS OF SECTIONS 4.1.060, 4.1.050, 4.1.120 AND 4.2.230; OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council Members

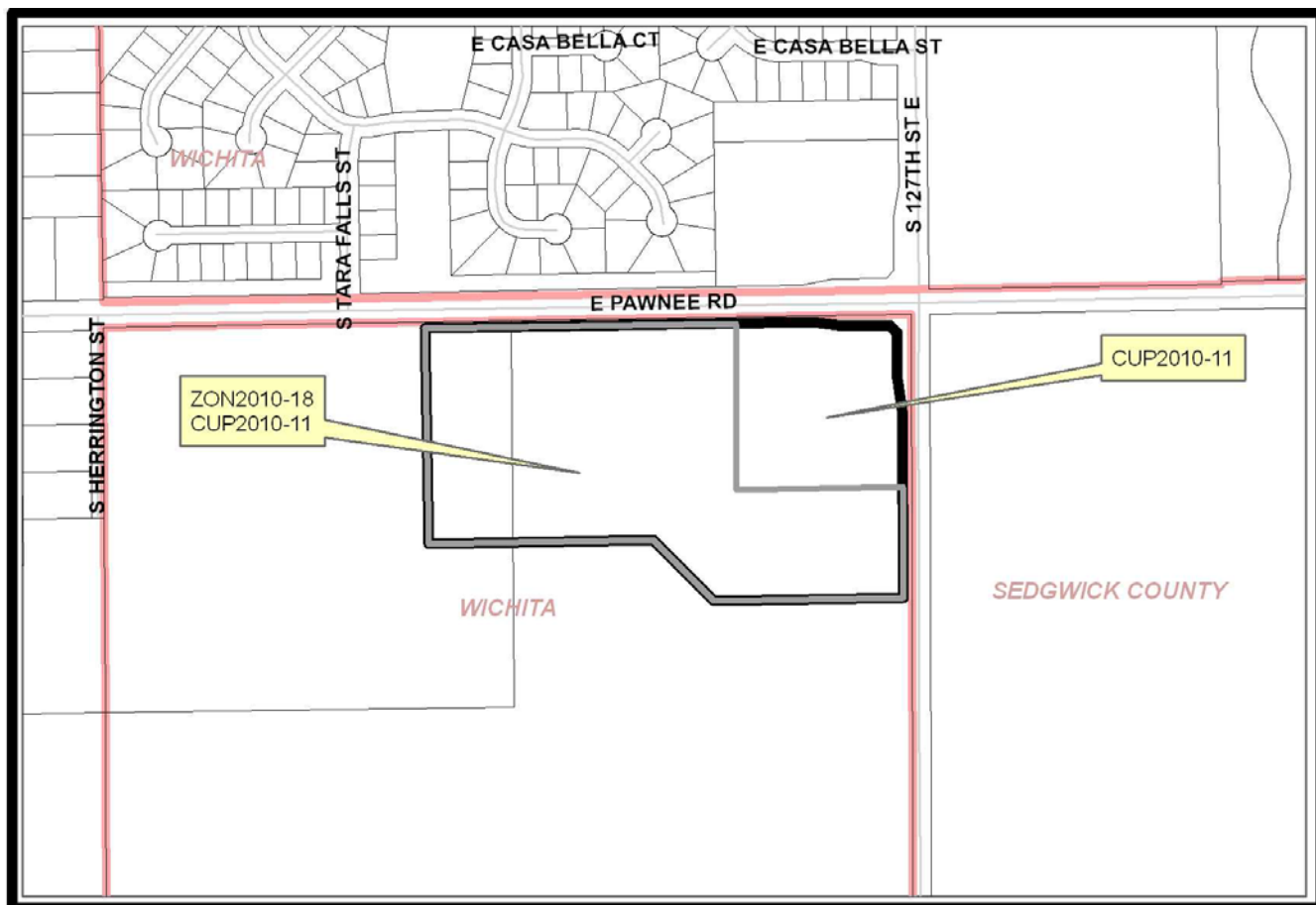
**SUBJECT:** ZON2010-00018/CUP2010-00011 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential to LC Limited Commercial and creation of a Commercial Community Unit Plan (Pawnee and 127<sup>th</sup> Commercial CUP), generally located at the southwest corner of 127<sup>th</sup> Street and Pawnee Avenue. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

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**Staff Recommendation:** Approve a two-year extension of time to complete platting to October 18, 2015.



**Background:** On September 14, 2010, the City Council approved a zone change request from SF-5 Single-Family Residential to LC Limited Commercial and CUP DP 322 for approximately 27.95 acres located southwest of the intersection of East Pawnee Road and South 127<sup>th</sup> Street East. Approval of the zone change request was subject to the condition of platting the property within one year. The applicant requested and received a two-year platting extension in 2011, extending the current platting deadline to October 18, 2013. The applicant states that due to market and economic conditions, there is no urgency to proceed with platting and development of this site. Therefore, the applicant requests an additional two-year platting extension for this property which requires City Council approval.

**Analysis:** Staff recommends that a two-year extension of time, by October 18, 2015, to complete platting be granted. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

**Financial Considerations:** There are no financial considerations in regards to the request.

**Legal Considerations:** No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

**Recommendations/Actions:** It is recommended that the City Council approve a two-year extension of time to complete platting by October 18, 2015.

**Attachment:** Request Letter



October 9, 2013

Mr. John L. Schlegel  
Planning Director  
City of Wichita  
455 N. Main – 10<sup>th</sup> Floor  
Wichita, Ks. 67202  
316-268-4392  
[jschlegel@wichita.gov](mailto:jschlegel@wichita.gov)

Ref: ZON 2010-00018/CUP 2010-00011 – City Zone Change from SF-5 Single Family Residential to LC Limited Commercial and creation of Commercial Community Unit Plan (Pawnee and 127<sup>th</sup> Commercial CUP), generally located at the southwest corner of 127<sup>th</sup> street and Pawnee Avenue.

Dear Mr. Schlegel,

The above referenced zone change and CUP was originally approved by the Wichita City Council on October 18, 2011, subject to the condition of platting the property within one year. With previously granted extensions, the current deadline for plating is October 18, 2013 (correspondence attached).

Due to market and economic conditions, there has not been an urgency to proceed with platting and development of this site. Therefore, on behalf of the property owner, 127 PAW, LLC, OMI is requesting an additional two-year platting extension for this property.

Sincerely,

Mike Seiwert, AIA LEED AP  
Director of Construction and Project Management  
Occidental Management Inc.

Cc: Gary Oborny, 127 PAW, LLC



October 9, 2013

Mr. John L. Schlegel  
Planning Director  
City of Wichita  
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Ref: ZON 2010-00018/CUP 2010-00011 – City Zone Change from SF-5 Single Family Residential to LC Limited Commercial and creation of Commercial Community Unit Plan (Pawnee and 127<sup>th</sup> Commercial CUP), generally located at the southwest corner of 127<sup>th</sup> street and Pawnee Avenue.

Dear Mr. Schlegel,

The above referenced zone change and CUP was originally approved by the Wichita City Council on October 18, 2011, subject to the condition of platting the property within one year. With previously granted extensions, the current deadline for platting is October 18, 2013 (correspondence attached).

Due to market and economic conditions, there has not been an urgency to proceed with platting and development of this site. Therefore, on behalf of the property owner, 127 PAW, LLC, OMI is requesting an additional two-year platting extension for this property.

Sincerely,

Mike Seiwert, AIA LEED AP  
Director of Construction and Project Management  
Occidental Management Inc.

Cc: Gary Oborny, 127 PAW, LLC

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** ZON2013-00019 – Zone change request from TF-3 Two-family Residential to LC Limited Commercial subject to Protective Overlay #279 on property located 300 feet north of East Central Avenue on the east side of North Dellrose Avenue, 518, 520 and 524 North Dellrose Avenue (District I)

**INITIATED BY:** Metropolitan Area Planning Department

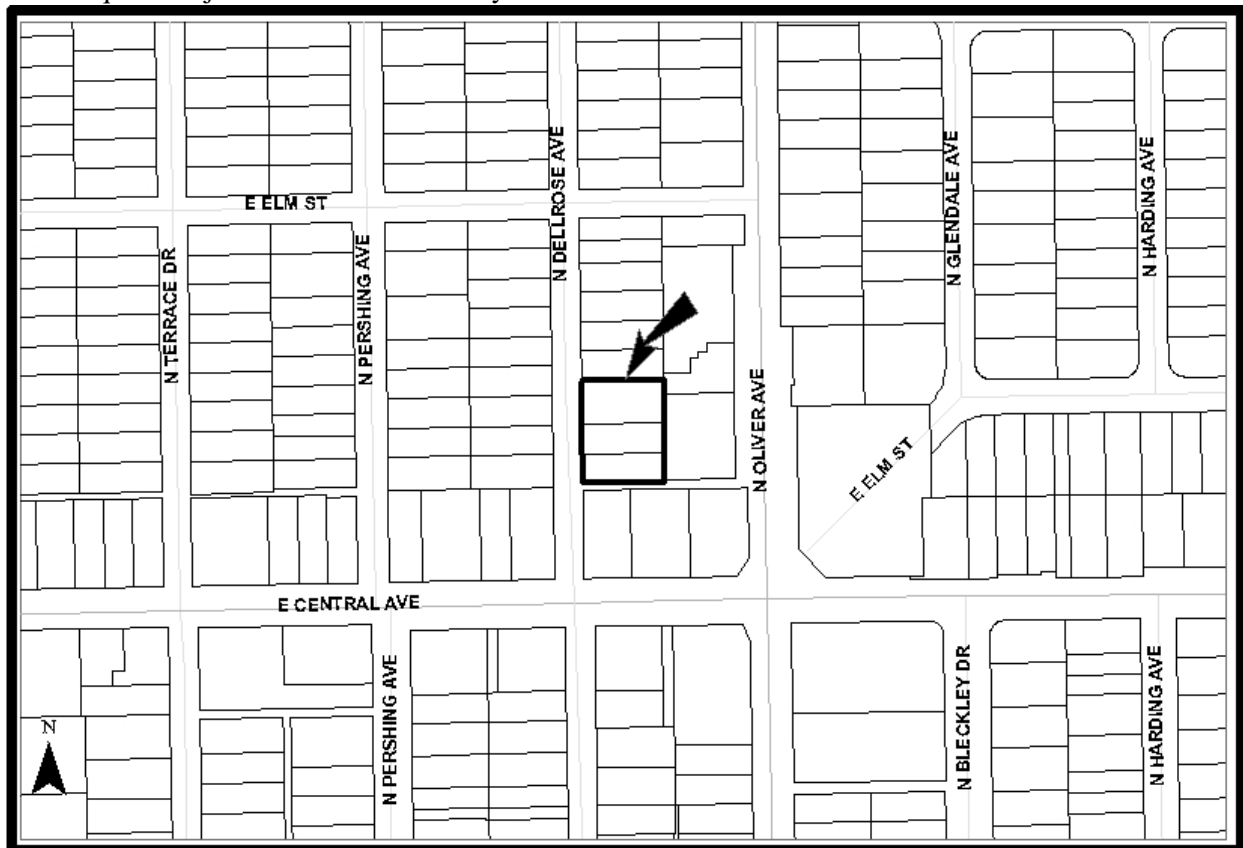
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request subject to Protective Overlay #279 (12-0).

**DAB Recommendation:** District Advisory Board I recommended approval of the request subject to Protective Overlay #279 (9-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to Protective Overlay #279.



**Background:** The applicants are requesting LC Limited Commercial (LC) for three platted lots (identified as 516, 520 and 524 North Dellrose Avenue or Lots 43-49 on the attached aerial photo labeled as QuikTrip 389) that contain .56 acre, and are zoned TF-3 Two-family Residential (TF-3), and which are located 300 feet north of East Central Avenue, on the east side of North Dellrose Avenue (northwest of the intersection of East Central Avenue and North Oliver Avenue). All three lots that comprise the zoning application area are developed with single-family residences that front Dellrose Avenue.

QuikTrip intends to build a bigger convenience store than the existing store located at the northwest corner of East Central Avenue and North Oliver Avenue (addressed on the attached aerial map QuikTrip 389 as 4730 East Central Avenue) and to change the store's front orientation from East Central Avenue to North Oliver Avenue (see the attached site plan identified as QuikTrip No. 389R). In order to accomplish the proposed redevelopment, QuikTrip has recently purchased, or has agreements to purchase, the three residential properties that comprise the zoning application area. QuikTrip has also purchased, or has agreements to purchase, the LC zoned office property located east of the application area and north of the existing convenience store (identified on the attached aerial as 519 and 525 North Oliver or Ruffin 4<sup>th</sup> Addition).

As noted above, the existing convenience store faces East Central Avenue. The front of the proposed convenience store is to be shifted to face North Oliver Avenue with the gas pump island located south of the relocated store. Two points of vehicular access are proposed along both East Central Avenue and North Oliver Avenue; all four of these access points are proposed to be full movement openings. Currently there is an existing 12-foot alley that widens to 16 feet located behind the sports museum (addressed on the aerial as 4700 East Central) and the existing convenience store that provides a connection between North Dellrose Avenue and North Oliver Avenue without using East Central Avenue. The alley also provides access to seven parking spaces located behind the sports museum and the museum's dumpster. A replat of QuikTrip's entire ownership (the three lots that comprise the zoning application area plus the property on which the existing convenience store sits and the office building that fronts North Oliver Avenue located north of the existing convenience store) has been submitted (QuikTrip 15<sup>th</sup> Addition, SUB2013-00039). The replat of the property will vacate all but six feet of the existing alley. A 14-foot access easement/driveway from North Dellrose Avenue will be located behind the sports museum, and will replace the vacated alley to allow the sports museum to continue to access the previously noted seven parking spaces and the dumpster located in the rear of the sports museum. The location of the proposed access easement/driveway from North Dellrose Avenue will line up with a lot located on the west side of North Dellrose Avenue that has been approved for ancillary parking (CON2013-00006) that supports a strip commercial use located across North Dellrose Avenue. North Dellrose Avenue has 25 feet of half-street right-of-way, and is a local residential street that allows curb-side parking.

The site plan indicates monument signage, 17 feet 3 inches high, is proposed on East Central Avenue and on North Oliver Avenue. Signage along North Dellrose Avenue should be prohibited. A building signage plan was not submitted with the application; however, there should not be any building signage facing North Dellrose Avenue or be located on any part of the north facing wall located directly south of the TF-3 zoned property or within 140 feet of North Dellrose Avenue right-of-way (measured west to east from North Dellrose Avenue right-of-way).

Ten-foot building setbacks are proposed along the north, west and south property lines. A 20-foot building setback is shown along the east property line. Per Article III, Section III-E.1.e(6) of the Unified Zoning Code (UZC), in the case of a corner lot, a front setback shall be provided along the shorter street frontage. In this instance, the front of the property is located along East Central Avenue. Compatibility building setback standards require 25-foot setbacks to be located along the west and north property lines where adjacent or abutting TF-3 zoning.

Light standards located within 200 feet of residential zoning are restricted to a maximum height of 15 feet, including the pedestal. Cutoff or shielded light fixtures are also required. Unless fully screened or shielded downward from view from single- or two-family residential uses, wall-pak lighting should be prohibited on the north and west property lines.



The UZC requires zoning screening along North Dellrose Avenue and along the north property line. Zoning screening can be provided by solid six to eight feet tall fencing, berms, landscaping or some combination of the three. The Landscape Ordinance requires parking lot screening when new parking spaces are located within 150 feet of residential uses, and a landscape screening buffer is required within 15 feet of the north property line. Zoning screening may also act as parking lot screening.

As indicated above, the properties located east and south of the application area are zoned LC, and are developed with the existing convenience store and an office building while the properties located straight west of the application area, across North Dellrose Avenue, and north are zoned TF-3 Two-family Residential and are developed with single-family residences. An LC zoned sports museum is also located south of the site. A GO zoned office building is also located east of the site.

**Analysis:** District Advisory Board (DAB) I heard the rezone request on September 9, 2013, and recommended unanimous (5-0) approval subject to the recommended Protective Overlay #279.

At the Metropolitan Area Planning Commission (MAPC) meeting held on September 12, 2013, the MAPC voted (12-0) to recommend approval of the request subject to Protective Overlay #279, which states:

- A. There shall be no free standing signage allowed along Dellrose Avenue. There shall be no building signage facing west or north.
- B. Unless completely screened or shielded to direct lighting downward from view from single- or two-family residential uses, wall-pak or similar building lighting is prohibited on the north and west building elevations.
- C. Building height is limited to a maximum of 35 feet.
- D. The landscaping is to be similar to the rendering shown at MAPC and to permit a four-foot tall screening fence along the north and west property line of the application area.

(Item D was added since the zoning code requires a six-foot tall screening fence along the side and rear property lines of property zoned for nonresidential uses that abut single- or two-family residential zoning. However, some residents indicated they did not want a six-foot tall fence blocking the view down or across North Dellrose Avenue. Therefore, the planning commission reduced the height of the screening fence to four feet.)

There were neighbors present to speak to the request. Some of the neighbors spoke in support of the request while at least one other neighboring property owner spoke in opposition. One of the neighbors who spoke in opposition was concerned with increased traffic on North Dellrose Avenue, and on the potential loss of property value. There were not any protests filed.

After the MAPC hearing the applicant submitted a request to modify Provisions A and B of the MAPC recommended Protective Overlay #279 as follows:

- A. There shall be no free standing signage allowed along Dellrose Avenue. ~~There shall be no building signage facing west or north~~ shall be limited to a maximum of 35 square feet per facade.
- B. Unless completely screened or shielded to direct lighting downward from view from single- or two-family residential uses, wall-pak ~~or similar~~ building lighting is prohibited on the north and west building elevations. Light poles may be installed to a height of 22 feet with the addition of full cut-off shields and the foot-candles measurement does not exceed 0.0 beyond the adjacent single- or two-family residential property lines.

Since these modifications are relatively minor in nature, staff does not think the item needs to be returned to the MAPC and has incorporated the requested modifications into the ordinance approving the request.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the zone change request subject to amended Protective Overlay #279, withhold publication of the ordinance authorizing the zone change until the replat is recorded and authorize the Mayor to sign the ordinance (two-thirds majority vote required).

**Attachments:** Ordinance, Site Plans, MAPC minutes and DAB memo.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2013-00019**

Zone change from TF-3 Two-family Residential ("TF-3") to LC Limited Commercial (LC) subject to the conditions contained in Protective Overlay #279 on property containing approximately .56 acre, located at the northwest corner of East Central Avenue and North Oliver Avenue and described as:

Lots 43, 44, 45, 46, 47, 48 and 49, Overlook Addition to Wichita, Sedgwick County, Kansas.

- A. There shall be no free standing signage allowed along Dellrose Avenue. Building signage facing west or north shall be limited to a maximum of 35 square feet per facade.
- B. Unless completely screened or shielded to direct lighting downward from view from single- or two-family residential uses, wall-pak building lighting is prohibited on the north and west building elevations. Light poles may be installed to a height of 22 feet with the addition of full cut-off shields and the footcandles measurement does not exceed 0.0 beyond the adjacent single- or two-family residential property lines.
- C. Building height is limited to a maximum of 35 feet.
- D. The landscaping is to be similar to the rendering shown at MAPC and to permit a four-foot tall screening fence along the north and west property line of the application area.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney





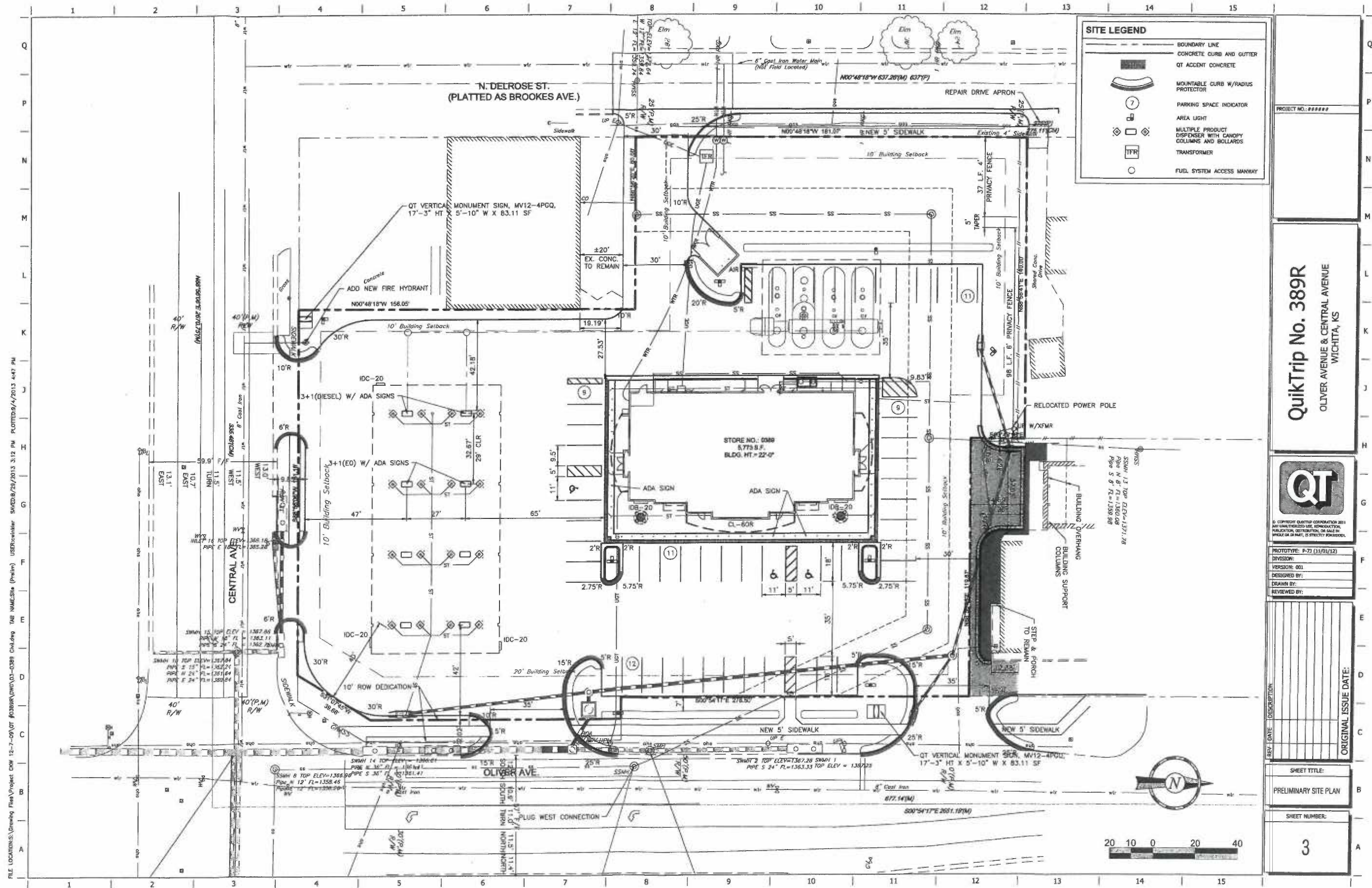
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# QuikTrip 389 - Zone Change

Wichita, Kansas  
Thursday, August 22, 2013

The information presented herein is based on data gathered by MKEC from various outside sources. MKEC does not guarantee the positional accuracy of the data shown. In no event shall MKEC be liable to users of the data presented herein, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use of the presented data. By using the data presented herein, users further agree to indemnify, defend, and hold harmless MKEC for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.





FILE LOCATION: Drawing File\Project DWG 12-7-09\QT #0389R\DWG\03-0389 Civil.dwg TAB NAME:Site (Prelim) USER:chickler SAV:08/28/2013 3:12 PM PLOTTED:09/14/2013 4:47 PM

**EXCERPT MINUTES OF SEPTEMBER 12, 2013 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2013-00019** - Joseph and Delores Koury, Stacy A. Gensler and Gideon Ofisi / MKEC Engineering consultants, Inc. (Brian Lindebak) request a City zone change request from TF-3 Two family Residential to LC Limited Commercial on three lots on property described as:

Lots 43, 44, 45, 46, 47, 48 & 49, Overlook Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicants are requesting LC Limited Commercial (LC) for three platted lots (identified as 516, 520 and 524 North Dellrose Avenue or Lots 43-49 on the attached aerial photo labeled as QuikTrip 389) that contain .56 acre, and are zoned TF-3 Two-family Residential (TF-3), and which are located 300 feet north of East Central Avenue, on the east side of North Dellrose Avenue (northwest of the intersection of East Central Avenue and North Oliver Avenue). All three lots that comprise the zoning application area are developed with single-family residences that front Dellrose Avenue.

QuikTrip intends to build a bigger convenience store than the existing store located at the northwest corner of East Central and North Oliver (addressed on the attached aerial map QuikTrip 389 as 4730 East Central) and to change the store's front orientation from Central Avenue to Oliver Avenue (see the attached site plan identified as QuikTrip No. 389R). In order to accomplish the proposed redevelopment, QuikTrip has recently purchased, or has agreements to purchase, the three residential properties that comprise the zoning application area. QuikTrip has also purchased, or has agreements to purchase, the LC zoned office property located east of the application area, and north of the existing convenience store (identified on the attached aerial as 519 and 525 North Oliver or Ruffin 4<sup>th</sup> Addition).

As noted above, the existing convenience store faces East Central Oliver. The front of the proposed convenience store is to be shifted to face North Oliver with the gas pump island located south of the relocated store. Two points of vehicular access are proposed along both East Central Avenue and North Oliver Avenue; all four of these access points are proposed to be full movement openings. Currently there is an existing 12-foot alley that widens to 16 feet located behind the sports museum (addressed on the aerial as 4700 East Central) and the existing convenience store that provides a connection between Dellrose and North Oliver without using Central. The alley also provides access to seven parking spaces located behind the sports museum and the museum's dumpster. A replat of QuikTrip's entire ownership (the three lots that comprise the zoning application area plus the property on which the existing convenience store sits and the office building that fronts North Oliver located north of the existing convenience store) has been submitted (QuikTrip 15<sup>th</sup> Addition, SUB2013-00039). The replat of the property will vacate all but six feet of the existing alley. A 14-foot access easement/driveway from Dellrose will be located behind the sports museum, and will replace the vacated alley to allow the sports museum to continue to access the previously noted seven parking and the dumpster located in the rear of the sports museum. The location of the proposed access easement/driveway from Dellrose will line up with a lot located on the west side of Dellrose that has been approved for ancillary parking (CON2013-00006) that supports a strip

commercial use located across Dellrose. Dellrose Avenue has 25 feet of half-street right-of-way and is a local residential street that allows curb-side parking.

The site plan indicates monument signage, 17 feet 3 inches high, is proposed on East Central and on North Oliver. Signage along Dellrose should be prohibited. A building signage plan was not submitted with the application; however, there should not be any building signage facing Dellrose or be located on any part of the north facing wall located directly south of the TF-3 zoned property or within 140 feet of Dellrose Avenue right-of-way (measured west to east from Dellrose right-of-way).

Ten-foot building setbacks are proposed along the north, west and south property lines. A 20-foot building setback is shown along the east property line. Per Article III, Section III-E.1.e(6) of the Unified Zoning Code (UZO), in the case of a corner lot, a front setback shall be provided along the shorter street frontage. In this instance, the front of the property is located along East Central. Compatibility building setback standards require 25-foot setbacks to be located along the west and north property lines where adjacent or abutting TF-3 zoning.

Light standards located within 200 feet of residential zoning are restricted to a maximum height of 15 feet, including the pedestal. Cutoff or shielded light fixtures are also required. Unless fully screened or shielded downward from view from single- or two-family residential uses, wall-pak lighting should be prohibited on the north and west property lines.

The UZO requires zoning screening along Dellrose and along the north property line. Zoning screening can be provided by solid six to eight feet tall fencing, berms, landscaping or some combination of the three. The Landscape Ordinance requires parking lot screening when new parking spaces are located within 150 feet of residential uses, and a landscape screening buffer is required within 15 feet of the north property line. Zoning screening may also act as parking lot screening.

As indicated above, the properties located east and south of the application area are zoned LC, and are developed with the existing convenience store and an office building while the properties located straight west of the application area, across Dellrose Avenue, and north are zoned TF-3 Two-family Residential and are developed with single-family residences. An LC zoned sports museum is also located south of the site. A GO zoned office building is also located east of the site.

**CASE HISTORY:** The site's zoning was most likely established in 1921 with the City's first zoning code. The 1937 zoning map indicates the application area was zoned the "A" Residence District that permitted one- and two-family residences, churches and temples, as well as home occupations.

**ADJACENT ZONING AND LAND USE:**

North: TF-3; single-family residence  
South: LC; sports museum  
East: LC; office building  
West: TF-3; parking lot and single-family residences



**PUBLIC SERVICES:** The application area has been developed for many years and is served by all normally supplied utilities. Dellrose Avenue has 25 feet of half-street right-of-way and is a paved local residential street that allows curb-side parking.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The Metropolitan Area Planning Commission (MAPC) has an unofficial policy of generally supporting zoning applications that represent an expansion of existing businesses. The Central Northeast Area Plan Proposed Land Use Map 6 depicts the site as appropriate for retail and commercial services.

**RECOMMENDATION:** Based upon the information available at the time the staff report was prepared, it is recommended the request be approved subject to the following Protective Overlay:

- A. There shall be no free standing signage allowed along Dellrose Avenue. There shall be no building signage facing west or north.
- B. Unless completely screened or shielded to direct lighting downward from view from single- or two-family residential uses, wall-pak or similar building lighting is prohibited on the north and west building elevations.
- C. Building height is limited to a maximum of 35 feet.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The application area is surrounded by a mix of uses and zoning. Single-family residences, zoned TF-3, are located to the north and west. There is an LC zoned sports museum, convenience store and office building located south, southeast and east of the application area. A GO zoned office building is also located east of the application area. The application area is part of a larger site that is proposed to be redeveloped with a new convenience store that will have frontage on Oliver, Central and Dellrose. Dellrose is a paved local residential street that primarily has single-family residences built along its right-of-way.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned TF-3, which permits primarily single-family and two-family residential uses. The subject properties are developed with older single-family homes that appear to be occupied and maintained. The properties that are the subject of this application could continue to be economically viable as residential uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request will expand LC zoning to Dellrose Avenue, which is a local residential street characterized by single-family residential development. The LC zoning district is a medium intensity commercial district that permits a wide range of retail, office and multi-family uses not permitted in the TF-3 district. The recommended conditions of approval dealing with signage and lighting, and code required screening, lighting, landscaping, building setbacks and height should minimize anticipated negative impacts to nearby property.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Presumably approval would be an economic benefit to the applicants, and the convenience shopping of the larger community would be enhanced with a larger and more efficient retail use. If the request is approved, the potential hardship to the remaining residential property owners located on Dellrose Avenue are increased non-resident traffic, noise, light glare and fugitive trash generated by a 24-hour a day, seven-day a week establishment.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The Metropolitan Area Planning Commission (MAPC) has an unofficial policy of generally supporting zoning applications that represent an expansion of existing businesses. The Central Northeast Area Plan Proposed Land Use Map 6 depicts the site as appropriate for retail and commercial services.
6. Impact of the proposed development on community facilities: A plat of the application and the larger proposed redevelopment area has been submitted and will address needed improvements, such as the re-routing of sanitary sewer, storm water as well as other transportation and utility needs.

**DALE MILLER**, Planning Staff presented the Staff Report.

**FOSTER** referred to the east side of the site plan. He asked if the monument signs were located in the right-of-way.

**MILLER** said signage cannot be located in the right-of-way.

**FOSTER** asked if the application was going to require a minor street permit.

**MILLER** said the application would need permission from the Traffic Engineer and a minor street permit.

**BRIAN LINDEBAK, MKEC ENGINEERING, AGENT FOR THE APPLICANT** introduced a representative for the **APPLICANT, MIKE WOOTEN, REAL ESTATE MANAGER, QUIKTRIP CORPORATION, TULSA, OKLAHOMA.**

**LINDEBAK** said they are in agreement with staff comments. He said they have met with the neighbors on one occasion and also at the District Advisory Board (DAB) meeting with no opposition. He referred the questions on signage and landscaping to Mr. Wooten.

**WOOTEN** mentioned the great feedback they received from the neighbors at the Country Overlook Neighborhood Association meeting they attended. He said the neighbors did have concerns regarding buffering and they have been working with them to come up with a solution. He said they believe they have a great project at this point working with neighborhood input. He said the purpose of the project is to increase the capacity at the location. He mentioned the location at south Hillside and said this will be similar with additional entrances. He said they

have rotated the building to better fit parameters and front Oliver. He said they tried numerous layouts of the site and one of the reasons for acquiring the three properties was to provide adequate buffering. He mentioned that the three lots were 140 feet deep. He referred to a presentation board and briefly described the landscaping, fence and additional shrubbery at the site. He mentioned the percentage of landscaping required for LC Limited Commercial adjacent to residential. He said the neighbors were concerned with screening and placement of the fence. He said after the meeting with the neighbors they developed a couple of different options including increasing the landscape buffer and adding evergreens. He said another option addressed the neighbor's safety concerns and desire for a view down the street. He said although the UZC requires a 6-foot screening wall, numerous neighbors wanted screening with trees and a half wall so they could still see what was happening down the street. He said that made them feel safer not to be blocked off so to speak. He said they have worked with staff and the neighborhood associations. He said they received their first objection today and he believes that person is present to speak at today's meeting. He said he would be happy to answer any questions.

**FOSTER** asked the applicant to address the site plan that indicates the monument sign is in the street right-of-way.

**LINDEBAK** commented that the applicant has been working with staff on the right-of-way requirements and will be applying for a minor street privilege. He mentioned that they will be replatting the property.

**WOOTEN** said there is not sufficient right-of-way for any future improvements for the City. He said they are trying to meet future right-of-way requirements either by moving the monument sign back or filing for a minor street privilege permit.

**FOSTER** mentioned the northwest corner of the site and asked if the plan to lower the fence for the last 37 feet to 4-feet in height has been finalized.

**WOOTEN** he said that plan will meet what the neighborhood wants based on the feedback they received. He said although a 4-foot fence goes against city code, with the screening and fence they believe they will be able to meet both requirements.

**FOSTER** asked if it would be appropriate to rely on staff review to finalize some of the unanswered questions and revised conditions on the application.

**MILLER** said that would be correct. He mentioned that the signage isn't on the site plan or under consideration. He said the application consists of the three lots on Dellrose. He said; however, the Commission could review and comment on the entire site plan. He said when staff became aware that the applicant wanted to lower the height of the fence, they requested additional screening which could consist of fencing, berming and landscaping or a combination of all three. He said if the Planning Commission feels the shorter screening is appropriate, they can include that in their recommendation.

**MCKAY** asked about the location of the fence and if it goes to the property line.

**MILLER** said the fence will go along the property line adjacent to TF-3 Two-family Residential zoning.

**MCKAY** commented that the other side of the site along Oliver is where it is dangerous.

**MILLER** said technically the applicant does not have to provide a fence between LC Limited Commercial and GO General Office zoning.

**BRIAN BLUE, 341 N. ST. JAMES 67206** said he is a partner in a small real estate company that owns property at 544 N. Dellrose which is three houses north of what will be torn out. He said they have several concerns. He said they understand that part of what the Planning Commission does is to regulate precedence. He said allowing LC zoning on those three lots could extend onto the west side of Dellrose. He asked what prevents extending LC zoning to three more lots, and taking over the whole neighborhood. He said encroaching a block west of what is the traditionally commercial area is opening a can of worms. He added that Dellrose is a very narrow street and people park on it. He said this will increase traffic flow. He said QuikTrips are open 24 hours. He mentioned people going to the store at 3:00 a.m. after they have been to bars and partying in addition to people who work second and third shifts stopping to get a cup of coffee. He said their primary concern is for the safety of people in the neighborhood and reducing the traffic count to help maintain property values. He said when you increase the size of a facility; you increase the number of people that go there. He said traffic for retail is great, but traffic for a neighborhood kills the neighborhood community.

**LINDEBAK** noted that this is an existing store and the reason for the rezoning request is to increase the buffer between the residential neighborhood. He said they will be adding a significant green space and he believes the applicant should be commended for that. He said there has been additional redevelopment in the corridor which they believe speaks to the character of what is happening in the area.

**WOOTEN** commented that at the meeting the neighbors were comfortable with the use including all access points. He said they have received tremendous support from folks in the community.

**G. SHERMAN** asked how deep the landscaped area was.

**WOOTEN** said the next door neighbor said she wants to be able to look down the street when she sits on her porch so he roughly calculated that to be approximately 37 feet for the 4-foot wall.

**G. SHERMAN** asked what was on the other side of the wall.

**WOOTEN** referred to the presentation board depicting the landscaping.

**MOTION:** To approve subject to staff recommendation.

**MCKAY** moved, **WARREN** seconded the motion.

**MCKAY** asked if it would appropriate to ask staff to deal with code issues and the final site plan.

**MILLER** said if the Commission was comfortable allowing the 4-foot fence which is less than the code requirement, they need to instruct staff to include that in the conditions because staff did not have the authority to allow that.

**MCKAY** mentioned the exit onto Dellrose near the sports complex. He said he is not opposed to the 4-foot fence but was concerned with the distance back.

**MILLER** referred to the aerial of the property and clarified the location and distance of the screening fence and property line, open space, location of underground fuel tanks and parking. He said the neighbor will see an open grass area to the south and the back of the sports museum and possibly trees required as part of the screening.

**DIRECTOR SCHLEGEL** suggested that the Commission include the fencing provision in the motion.

**MCKAY**, with the permission of the second **WARREN**, amended the motion to include a 4-foot fence, no more than 37 feet back.

**J. JOHNSON** asked if the Commission should pick a landscape option.

**MILLER** stated that the landscape ordinance is approved administratively and staff will sign off on that. He said the applicant will be required to submit a landscape plan, which they have not done yet.

**MCKAY** clarified that according to the landscape renderings, the applicant was going to provide more landscaping than the minimum required by the UZC.

**WOOTEN** replied yes, that was their full intent.

**MCKAY**, with the permission of the second **WARREN**, amended the motion to include that the landscaping be similar to the rendering the applicant provided at the meeting.

The **AMENDED MOTION** carried (12-0).



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INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** LaShonda Garnes, Neighborhood Assistant, District 1

**SUBJECT:** ZON2013-00019

**DATE:** September 23, 2013

On Monday, September 9<sup>th</sup> the District Advisory Board (DAB) for Council District 1 considered the request for a zoning change from Residential to Limited Commercial for three platted lots identified as 516, 520, and 524 North Dellrose Avenue. The intent of the applicant is to build a bigger convenience store than the existing store located at the northwest corner of East Central and North Oliver and to change the store's front orientation from Central Avenue to Oliver Avenue.

The Board members and citizens present wanted to know if access off of Oliver would be improved; the impact on traffic the larger store would create; if the entrance would be widened; if there was any negative feedback from the community; and if there would be landscaping on the west side of the property.

The applicant responded that the entrance would be widened from 16ft – 30ft and that they did not anticipate an increase in traffic in the neighborhood. The applicant advised that they have received feedback from the community and have tried to address many of their concerns with the revisions to their site plan. He also advised that there would be a fence and some landscaping (trees and shrubs) on the west side of the property.

**DAB members voted 9-0 to recommend approval of this request with the conditions in the staff report.**

Please review this information when this request is considered.

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Mayor and City Council

**SUBJECT:** A13-06 - Request by Ranch 21 LLC to annex lands generally located at the southwest corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the annexation request.

**Background:** The City has received a request to annex approximately 4.04 acres of land generally located at the southwest corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East. The annexation area abuts the City of Wichita to the south and north of the subject property. On February 27, 2008, the Sedgwick County Commission approved a zone change for the subject property to “LC” Limited Commercial subject to provisions of Protective Overlay #206 and subject to condition of platting. The annexation area is now proposed for development as a single residential lot as part of a larger residential subdivision. The Metropolitan Area Planning Commission approved the final plat for The Ranch Addition on October 10, 2013. The applicant indicates that the request for “LC” Limited Commercial zoning for the annexation area will be withdrawn prior to City Council consideration of the final plat.

**Analysis:**

**Land Use and Zoning:** The annexation area consists of approximately 4.04 acres zoned “SF-20” Single-Family Residential and is used for agriculture. Upon annexation the zoning of the subject property will convert to “SF-5” Single-Family Residential. The adjacent property to north is zoned “SF-5” Single-Family Residential, is used for agriculture, and has been approved for “LC” Limited Commercial zoning and DP-303 Monarch Landing Community Unit Plan zoning subject to the condition of platting. The adjacent property to the south is zoned “SF-5” Single-Family Residential, is used for agriculture, and is proposed to be developed with 33 residential estate lots in The Ranch Addition. The adjacent property to the east is located within the City of Andover and is undeveloped. The adjacent property to the west is zoned “SF-20” Single-Family Residential, is developed with a single-family residence, and has been approved for “LC” Limited Commercial zoning subject to provisions of Protective Overlay #214 and subject to condition of platting.

**Public Services:** Water and sanitary sewer services are available to be extended to serve the annexation area from water mains located in both 21<sup>st</sup> Street North and 159<sup>th</sup> Street East and a sanitary sewer interceptor located approximately one-half mile west of the annexation area. The conditions of approval for The Ranch Addition plat require the applicant to guarantee the extension of water transmission and distribution lines and sanitary sewer mains and laterals.

**Street System:** The subject property has access to 21<sup>st</sup> Street North, a five- to six-lane arterial street. The Ranch Addition plat approves two access drives along 21<sup>st</sup> Street North.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Sedgwick County Fire Station No. 38 at 1010 N. 143<sup>rd</sup> St. E. is the nearest fire station to the site. The nearest City station is Fire Station No. 18 at 2808 N. Webb. Nearest fire service will continue to be provided by Sedgwick County Fire District #1 and Wichita Fire Department joint operations at Station 38/6. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department,

headquartered at 350 S. Edgemoor. The 2011-2020 Capital Improvement Program contains a project in 2015 to relocate the Patrol East Bureau substation to Central and Bristol, approximately 3 miles southwest of the subject property.

**Parks:** Undeveloped park land near the intersection of Central and Bristol, located approximately three miles southwest of the subject property at 11608 E. Central, is the nearest park. Plans for improvements to the undeveloped park have been completed, and the improvements are programmed in the 2011-2020 Capital Improvement Program for 2017-2019. The Parks, Recreation and Open Space Plan identifies proposed new park target areas approximately one mile north and one mile south of the subject property and identifies a proposed pathway along the abandoned railroad right-of-way located approximately one-half mile south of the subject property.

**School District:** The annexation property is part of Unified School District 385 (Andover School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$90 with a total assessed value of \$27. Using the current City levy ( $\$32.471/\$1000 \times$  assessed valuation), this property would yield approximately \$0.88 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating developing one single-family residence with an estimated appraised value of the after completion of \$600,000. Assuming the current City levy remains about the same, this would yield approximately \$2,241 in City annual tax revenues.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

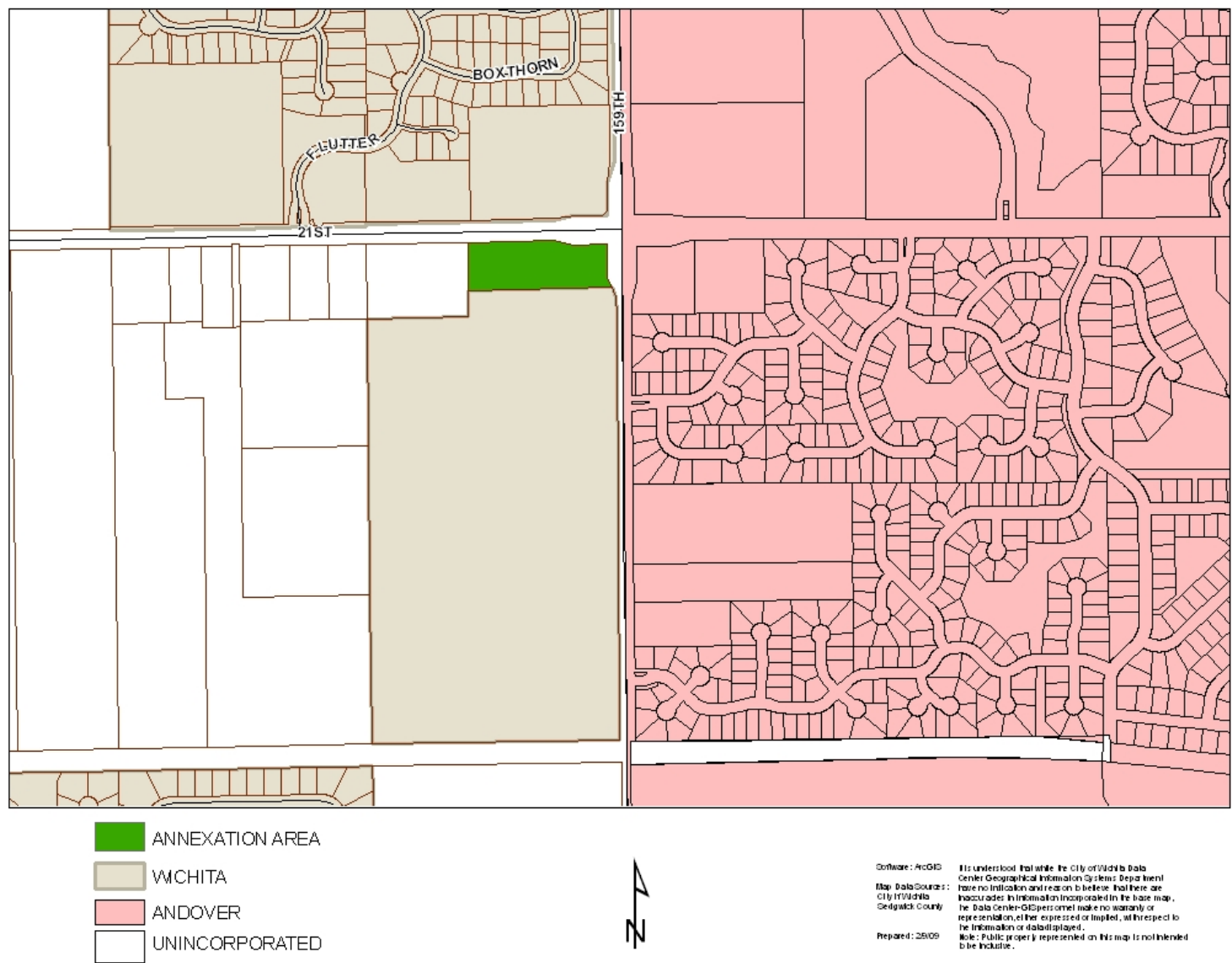
**Attachments:** Map Sheet  
Ordinance



An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Southwest corner 21<sup>st</sup> Street North and 159<sup>th</sup> Street East

Address: N/A		Reason(s) for Annexation:	
4.04	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single-Family Residential	



PUBLISHED IN THE WICHITA EAGLE ON November 22, 2013

ORDINANCE NO. 49-603

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A13-06)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

A parcel of ground located in the north 300 feet of the east 800 feet of the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows: Commencing at the northeast corner of Section 12, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Section 12, a distance of 300.00 feet; thence west parallel with the north line of said Northeast Quarter, a distance of 62.50 feet to a point on the westerly right-of-way line of 159th Street East, said point being the point of beginning; thence west parallel with the north line of said Northeast Quarter, a distance of 737.50 feet; thence north parallel with and 800 feet distant from the east line of said Northeast Quarter, a distance of 250.00 feet to the southerly right-of-way line of 21st Street North as described in Film 1668, Page 2, Sedgwick County Register of Deeds Office; thence continuing along the south and westerly lines of said right-of-way through the following five courses; thence east, a distance of 450.00 feet; thence southeast to a point 250.00 west and 75.00 feet south, parallel with the north and east lines of said Northeast Quarter; thence east parallel with the north line of said Northeast Quarter, a distance of 175.00 feet; thence south parallel with the east line of said Northeast Quarter, a distance of 175.00 feet; thence southeast to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to

alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this November 19, 2013.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to form:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Wichita Airport Authority

**SUBJECT:** Wichita Police Department, Air Section  
Supplemental Agreement No. 1  
Colonel James Jabara Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreement.

**Background:** Since October 2003, the City of Wichita Police Department (WPD) has leased from the Wichita Airport Authority (WAA) an aircraft storage hangar located at 3340 Jabara Road, Colonel James Jabara Airport. The hangar is used for the WPD's Air Service operations and to house other specialty unit equipment. The ten-year term expires December 31, 2013. Included within the agreement are two five-year options to continue leasing the hangar beyond December 31, 2013.

**Analysis:** WPD is desirous of exercising the first, five-year option, commencing January 1, 2014, and expiring on December 31, 2019.

**Financial Considerations:** In consideration of WPD assuming all maintenance responsibility and expense, the facility rent will continue at the annual sum of \$22,500. The 2014 Adopted Budget in the Police Department's Air Section includes funding for this agreement.

**Legal Considerations:** The supplemental agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY

AND

CITY OF WICHITA  
Wichita Police Department  
Air Section

for

Use of Land Lease  
Colonel James Jabara Airport  
3340 Jabara Road  
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this November 5, 2013, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and CITY OF WICHITA (LESSEE).

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement, dated October 21, 2003, for use of land and facilities located at 3340 Jabara Road (Premises) on the campus of Colonel James Jabara Airport; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of exercising the first five-year option, identifying facility rent and modifying certain language of the Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

**1. TERM**

LESSEE hereby exercises the first of LESSEE's five-year options, from the original Agreement, dated October 21, 2003. The term of this first option is January 1, 2014 through December 31, 2019.

## 2. FACILITY RENT

Section 5 of the original Agreement, dated October 21, 2003 shall be amended by **adding** the following language:

In consideration of LESSEE's acceptance of all maintenance responsibility and expense as set forth in this Supplemental Agreement, Section 3, Care and Maintenance, facility rent during the first five-year option for the use of said Premises shall continue at the annual sum of \$22,500, payable in monthly installments of \$1,875, commencing on January 1, 2014 and ending on December 31, 2019.

## 3. CARE AND MAINTENANCE

Section 7 of the original Agreement, dated October 21, 2003 shall be **deleted** and **replaced** with the following language:

LESSEE accepts the Premises in its current condition. LESSOR and LESSEE agree to jointly inspect the Premises within five (5) days of the effective date of this Supplemental Agreement to establish a baseline condition against which to judge future maintenance obligations.

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in this baseline condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and all improvements placed thereon. At anytime during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Premises.

Should LESSEE not meet the established maintenance standards related to all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the

task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

**4. OTHER TERMS**

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto not in conflict with this Supplement are renewed and made applicable to the extended term created by this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
“LESSOR”

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

CITY OF WICHITA, POLICE DEPARTMENT

By \_\_\_\_\_

By \_\_\_\_\_  
Norman Williams, Chief of Police  
“LESSEE”

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

City of Wichita  
City Council Meeting  
November 5, 2013

**TO:** Wichita Airport Authority

**SUBJECT:** Electrical Equipment and Cabling, Substation A Improvements, Package 25  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreement.

**Background:** This project is Phase 3 of the electrical and communications systems upgrades which began with the installation of electrical duct banks in 2009. The project makes improvements to the Airport-owned electrical distribution system including upgrading electrical equipment in Substation A, installing electrical cabling and making changes to improve the system's efficiencies and services. The project also expands the Airport's communication infrastructure into campus facilities. Professional Engineering Consultants (PEC) was chosen to provide engineering and design services through the Staff Screening Selection process in 2009. This phase is included in the Capital Improvement Program.

**Analysis:** This project is an enabling project for the new terminal and parking garage and will install the equipment and cabling prior to the opening of these facilities.

**Financial Considerations:** Supplemental Agreement No. 4 is a not-to-exceed amount of \$181,506 for professional services during construction of the project and is included in the project budget. The project will be paid for with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

	<u>Amount</u>	<u>Description</u>	<u>WAA Approval</u>
Contract	\$145,450	Midfield Rd., Ph. 1 Duct Bank Design, Bid, CRS	3-3-2009
SA No. 1	\$ 91,188	Midfield Rd., Ph. 2 Duct Bank Ext. Design, Bid	6-28-2011
SA No. 2	\$ 77,199	Midfield Rd., Ph. 2 Duct Bank Ext. CRS	6-28-2011
SA No. 3	\$198,717	Duct Bank Extension, Ph. 3 Design, Bid	10-23-2012
SA No. 4	<u>\$181,506</u>	Duct Bank Extension, Ph. 3, Construction Services	11-5-2013
Total Contract	\$694,060		

**Legal Considerations:** The Law Department has reviewed and approved the supplemental agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 4.



SUPPLEMENTAL AGREEMENT NO. 4  
to the  
AGREEMENT FOR CONSULTING SERVICES  
between  
THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS  
Party of the First Part, hereinafter called the  
"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 South Topeka  
Wichita, Kansas  
Party of the Second Part, hereinafter called the  
"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract, dated February 24, 2009, Supplemental Agreement #1 dated June 28, 2011, Supplemental Agreement #2 dated September 20, 2012, and Supplemental Agreement #3 dated October 23, 2012 between the two parties covering Consulting Services to be provided by the CONSULTANT in conjunction with construction improvements to Substation A Equipment, Electrical and Communication Duct Banks Extensions (Package #25) at the Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by parties, and

WHEREAS, the OWNER now desires to proceed with Phase IV Construction Related Services Phase of the existing Supplemental Agreement #3 in conjunction with constructing Substation 'A' Terminal Feeder and Communications Ductbanks, City of Wichita Project No. 452-424, hereinafter called the "PROJECT"; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

The Scope of Services shall be modified to include the following:

I. SCOPE OF SERVICES

A. COST ESTIMATING

1. Provide a cost estimate in study format for the replacement of the existing medium voltage underground distribution system in the following general areas:
  - a. Midfield Road – Substation 'A' to SS-27
  - b. Electrical duct system south of 1761 Airport Rd. – SS-27 to EMH-35
  - c. Airport Road – SS-41 to Transformer 'TM'
  - d. Midfield Road – Transformer 'TAT' to ATS-HV3. This includes the associated transformers and feeders serving buildings that are connected to this portion of the electrical distribution system.

B. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the CONSULTANT's Project Manager.

1. During Construction Provide the Following:
  - a. Assist in conducting Pre-Construction Conference and development of minutes.
  - b. Prepare estimate forms for periodic payment to the Contractor.
  - c. Receive and review Contractor's shop drawings, and material certifications.
  - d. Receive and review Contractor's construction schedule, quality control plan, safety plan, shop drawings, and material certifications.
  - e. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
  - f. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

- g. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.
- h. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
- i. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
- j. Review, approve and forward undisputed requests for payment to the Owner within seven business days of receipt from the Contractor.
- k. Attend Final Inspection of the work and develop a punch list where applicable.
- l. Issue Certificate of Completion when the PROJECT has been completed.
- m. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:

- a. Prepare a draft review set of black and white "black-line" Record Drawings for the Owner to review within 60 calendar days of Substantial Completion.
- b. Deliver "Record" drawings to the OWNER in digital form (CD-ROM) within 30 days of receipt of the Owner's comments on the "black-line" drawings. Digital files shall be prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

C. CONSTRUCTION OBSERVATION SERVICES. Construction Observation duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.

1. During Construction Provide the Following:

- a. Provide personnel acceptable to OWNER to perform full time observation during construction and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field observations of materials and equipment by the Resident Project Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such Resident Project Representation shall not make CONSULTANT responsible for Contractor's failure to perform the construction work in accordance with the contract documents.
- b. Supervise inspection; check the construction activities to determine compliance with the construction contract documents; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.
- c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
- d. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
- e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
- f. Provide record drawing information to CONSULTANT's Project Manager for preparation of "Record" drawings on the completed work.
- g. Review requests for monthly and final payments to the Contractor and forward same to CONSULTANT's Project Manager with recommendations for approval.
- h. Prepare "Certificates of Completion" for review by CONSULTANT's Project Manager and submit same to the OWNER.
- i. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to

CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval. Evaluate proposed changes for reasonableness regarding cost and time.

- j. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.
- k. Provide all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER and anticipated to be at the North Cargo Building Suite 400.
- l. Attend all project meetings, develop and provide minutes of project meetings within seven (7) calendar days after the meeting.
- m. Meet with the OWNER as necessary to confer with respect to the duties and project services.

## II. TIME OF SERVICES

### A. COST ESTIMATING

- 1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the work in accordance with the design schedule for the existing PROJECT.

### B. CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES

- 1. CONSULTANT shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.
- 2. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on the Contractor's requirement to fully complete the project

within one hundred eighty-five (185) calendar days of issuance of Notice to Proceed to the Contractor, and delivery of all PROJECT close-out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

### III. EXCLUSIONS

- A. Material Testing.
- B. Observation of contractor activities other than a single shift between 7:30AM and 7:00PM Monday through Friday.
- C. Work on Sundays, City holidays, or on Saturdays immediately following a Friday holiday or Saturdays immediately preceding a Monday holiday. If the contractor is granted permission to work on these days, staff will be available for observation but this work or any work beyond the single shift described above is eligible to be considered additional services.

### IV. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

### V. PAYMENT PROVISIONS

#### A. COST ESTIMATING SERVICES

- 1. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A. COST ESTIMATING shall be on a basis of a lump sum of \$2,400.00. Fee Summary provided in Exhibit SA4-D1.

## B. CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES

1. Payment to the CONSULTANT for services provided as outlined in Paragraphs I.B. and I.C. CONTRACT ADMINISTRATION and CONSTRUCTION OBSERVATION SERVICES shall be generally in accordance with Exhibit SA4-A attached, and shall be on the basis of cost, plus a fixed fee for profit of \$22,760.00, the total including reimbursable expenses shall not exceed \$179,105.04.
2. In the event work requiring construction observation is authorized on Owner observed holidays, Saturdays, or Sundays labor shall be compensated at 2.872 (2.4974 direct labor and overhead and 15% profit) for Saturdays on non-holiday weekends, Sundays, Holidays, and Saturdays on holiday weekends.

## C. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2011 shall be fixed at 149.74. The authoritative source of compliance for this audit is Title 48 CFR Part 31.

## D. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified Contract time, 185 calendar days from the Notice to Proceed for Construction for Substantial Completion, the CONSULTANT shall be deemed to be performing additional work in which case should the maximum contract amount as set forth in Paragraph V.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

The parties mutually agree that all provisions and requirements of the existing Contract are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-3 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

ATTEST:

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: \_\_\_\_\_  
Gregg K. Greenwood, P.E.  
Vice President

By: \_\_\_\_\_  
Bradley J. Edmundson, P.E.  
Principal  
"CONSULTANT"

Attachments: EXHIBIT SA4-D1: Cost Estimating Fee Estimate  
EXHIBIT SA4-A: Res CA and CO Fee Estimate  
EXHIBIT SA4-B: 2011 Overhead Rate

RECEIVED

OCT 18 2013

W.A.A.



Exhibit SA4-D1

Date: October 11, 2013

Date: October 11, 2013

## High Voltage Phase VI - Study Fee

Documentation Plans/CADD Files/Spreadsheet		Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item								
	Electrical Items							
1.00	Scope Verification			1				
1.01	Site Investigation of Existing Conditions			4				
1.02	Quantity Takeoff/Verify Existing Routing			5				
1.03	Equipment Pricing			4				
1.04	Assemble Cost Estimate/Report	1		5				
1.05	Meetings			4				
TOTAL		1	0	23	0	0	0	0

							CAD Machine HOURS as Expense
TOTAL HOURS =	1	0	23	0	0	0	0
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$45.00	\$0.00	\$777.40	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL HOURS =	24
TOTAL DIRECT LABOR =	\$822.40

EXPENSES (Lump Sum):	
Mileage	\$ 38.06
Printing & Reproduction (at cost)	\$ -
CAD hrs @ \$18.00/Hour (See above for quantity)	\$ -
<b>TOTAL = \$</b>	<b>38.06</b>

DIRECT LABOR		\$822.40
OVERHEAD (2013)	149.74%	\$1,231.46
SUBTOTAL (Labor and Overhead)		\$2,053.86
PROFIT	15%	\$308.08
EXPENSES		\$38.06
Design Phase TOTAL FEE (Lump Sum)		\$2,400.00

# ENGINEERING FEE ESTIMATE

EXHIBIT "SA-4A"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

## PROJECT

Substation 'A' Terminal Feeder and Communications Ductbanks

## LOCATION

The Wichita Mid-Continent Airport

## WORK ITEM

Construction Phase Services

## PROJECT NO.

COW 452-424 PEC File 08448-005

## DATE

12 September 2013

## DESCRIPTION

Construction Administration and Construction Observation

(I)	SALARY COSTS				
	POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
	1. PRINCIPAL	\$45.67 / hr.	192	\$ 8,768.64	
	2. PROJECT MANAGER	\$45.67 / hr.		\$ -	
	3. PROJECT ENGINEER	\$44.04 / hr.		\$ -	
	4. DESIGN ENGINEER	\$27.50 / hr.	179	\$ 4,922.50	
	5. DESIGN TECHNICIAN	\$28.90 / hr.		\$ -	
	6. DRAFTER	\$20.05 / hr.		\$ -	
	7. CAD OPERATOR	\$26.50 / hr.		\$ -	
	8. SURVEYOR, PARTY CHIEF	\$33.00 / hr.		\$ -	
	9. SURVEYOR, INSTRUMENT MAN	\$20.00 / hr.		\$ -	
	10. SURVEYOR, AIDES	\$16.00 / hr.		\$ -	
	11. FIELD ENGINEER	\$30.50 / hr.		\$ -	
	12. INSPECTOR, SUPERVISOR	\$26.50 / hr.		\$ -	
	13. INSPECTOR	\$24.50 / hr.	1456	\$ 35,672.00	
	14. INSPECTOR (OT)	\$36.75 / hr.	310	\$ 11,392.50	
	15. INSPECTOR	\$24.50 / hr.		\$ -	
	16. INSPECTOR (OT)	\$36.75 / hr.		\$ -	
	17. INSPECTOR	\$21.00 / hr.		\$ -	
	18. INSPECTOR (OT)	\$31.50 / hr.		\$ -	
	19. LAB TECHNICIAN	\$20.00 / hr.		\$ -	
	20. LAB TECHNICIAN (OT)	\$30.00 / hr.		\$ -	
	21. ADMINISTRATIVE ASSISTANT	\$16.00 / hr.			
	SUBTOTAL		2,137		\$ 60,755.64
(II)	OVERHEAD 1.4974 X (I)				\$ 90,975.00
(III)	SUBTOTAL [ I + II ]				\$ 151,730.64
(II)	FIXED FEE 15%				\$ 22,760.00
(II)	OTHER EXPENSE	RATE	UNITS	AMOUNT	
	1. OFFICE EQUIPMENT	\$450.00 / mo.		\$ -	
	2. TRAVEL PER MILE	\$0.60 / mile	5724	\$ 3,434.40	
	3. LAB TESTING	\$ - / LS		\$ -	
	4. CELL PHONES (AT COST)	\$50.00 / mo.	8	\$ 400.00	
	5. CAD PER HOUR	\$18.00 / hr.	10	\$ 180.00	
	6. PRINTING (AT COST.)	\$600.00 / ea.	1	\$ 600.00	
	7. OTHER	\$0.00 / LS		\$ -	
	8. OTHER			\$ -	
	SUBTOTAL				\$ 4,614.40
(III)	TOTAL NOT TO EXCEED FEE FOR PROJECT ( I + II )				\$ 179,105.04

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Mike King, Secretary  
Rhonda J. Seitz, Chief



Phone: 785-296-3545  
Fax: 785-296-7927  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>  
Sam Brownback, Governor

October 15, 2012

Lindsay Stadalman  
Controller  
Professional Engineering Consultants, P.A.  
303 S. Topeka  
Wichita, Kansas 67202

Dear Ms. Stadalman:

**Subject: 2011 Overhead Rate**

Dear Ms. Stadalman:

The Kansas Department of Transportation (KDOT) has received and reviewed your firm's proposed 2011 Overhead Rate. We have accepted the overhead rate, 149.74% as proposed for use on KDOT Projects for the year ending September 30, 2011.

If you should have any questions, please contact me at (785) 296-3255.

Sincerely,

*Rw McMurry*

**City of Wichita  
City Council Meeting  
November 5, 2013**

**TO:** Wichita Airport Authority

**SUBJECT:** Air Capital Terminal 3 (ACT 3)  
Supplemental Agreement No. 23, Apron Phase III Construction Services  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreement.

**Background:** The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

**Analysis:** A supplemental agreement has been developed for construction phase services for construction of Apron 3, including the apron and glycol tank installation, removal of Taxiway C-2, and construction of the Storm Water Quality Channel and Outfall Improvements and a communication conduit.

**Financial Considerations:** The cost of the additional services with HNTB is a not-to-exceed amount of \$495,098. The current approved program budget includes funds to cover this expense. A Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant will pay for 90% of eligible expenses. This program is funded with AIP grants, Passenger Facility Charge collections, other available funds of the Airport, or through issuance of general obligation bonds repaid with Airport revenue. The following table depicts the original contract with HNTB and the supplemental agreements through No. 23:

	<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
Contract	\$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009
SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009

SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
SA No. 18	456,991	Terminal Communication Systems, Design, Bid, & CA Services	12/18/2012
SA No. 19	101,691	BHS & Related Changes to Documents for PGDS 4.1	2/12/2013
SA No. 20	62,780	Apron Phase III, Glycol Tank Design and Permits	5/21/2013
SA No. 21	135,758	Passenger Boarding Bridge Design	7/16/2013
SA No. 22	253,974	Canopy Piers, Concession Expansion, Ticket Counters	7/24/2013
SA No. 23	495,098	Apron Phase III, Construction Phase Services	11/5/2013
	<u>\$17,411,604</u>	Total Contract	

**Legal Considerations:** The Law Department has reviewed and approved the supplemental agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** HNTB Supplemental Agreement No. 23.

SUPPLEMENTAL AGREEMENT NO. 23  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE WICHITA AIRPORT AUTHORITY, "OWNER",  
AND  
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 22, is hereby amended to include the services described in Exhibit SA 23-A.

II. TIME OF SERVICES

- A. CONSULTANT shall commence work on services included in Exhibit SA-23 upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is as defined in Exhibit SA 23-B.

III. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.

IV. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services as outlined in Section I.A of this Supplemental Agreement for the Contract Administration and Resident Engineering Services shall be made on the basis of actual costs plus a fixed fee of \$3,591. The total including reimbursable expenses shall not exceed \$495,098. Payment to sub-consultants shall also be made on the basis of actual costs plus a fixed fee. Payments shall be made based on the Fee Schedules in Exhibit SA23-C.

V. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-22 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

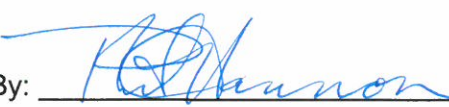
By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

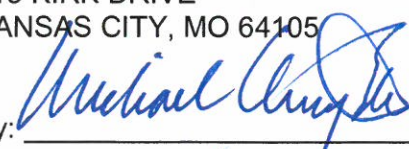
By: \_\_\_\_\_  
Victor White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

ATTEST:

HNTB CORPORATION  
715 KIRK DRIVE  
KANSAS CITY, MO 64105

By:  \_\_\_\_\_  
Title: Senior Project Manager

By:  \_\_\_\_\_  
Title: Vice President

ATTACHMENTS:

- Exhibit SA 23-A - Scope of Services
- Exhibit SA 23-B - Time of Services
- Exhibit SA 23-C - Fee Schedules, including:
  - Summary
  - Eligible
    - HNTB
    - PEC Resident Engineering
    - PEC Civil, Electrical & Mechanical
  - Non-Eligible
    - HNTB
    - PEC Resident Engineering
    - PEC Civil, Electrical & Mechanical
  - Materials Testing



SCOPE OF SERVICES

The scope is construction phase services for a single construction package for the Terminal Apron Phase 3 and related scope, for which design services were included in Supplemental Agreements 17 and 20. Terminal area and related scope includes the following:

- A. Terminal Apron Phase 3, including Glycol Storage System
- B. Storm Water Quality Channel and Outfall Improvements
- C. Removal of Taxiway C-2 West
- D. New Communication Conduit to the South Maintenance Yard

Additional services include the following:

1. Construction administration services in accordance with the terms of the original agreement. This includes up to 12 site visits by the Civil Engineer. In addition or clarification to the terms of the original agreement, are the following:
  - A. Record drawings
    1. Prepare a draft review set of black and white "black-line" Record Drawings for the Owner to review within 60 days of Final Acceptance.
    2. Deliver final "Record" drawings to the OWNER in digital form (CD-Rom) within 30 days of receipt of the Owner's comments on the "black-line" drawings. Digital files shall be prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.
2. Resident engineering services, as follows:
  - A. Resident Engineering duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.
    1. During Construction Provide the Following:
      - a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such Resident representation shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.
      - b. Establish construction layout control points including benchmarks and horizontal control points as may be required. Periodically review and check in field the Contractor's staking notes and layout.
      - c. Supervise inspection and OWNER responsible testing. Prepare "Construction Observation Program" and submit same to the OWNER & FAA for concurrence prior to the start of Construction. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and

- specifications; determine the suitability of materials, and compliance with "Buy American" requirements for materials on the site and brought to the site, to be used in the construction; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.
- d. Photograph existing conditions prior to construction beginning on the project and key construction activities throughout the project.
  - e. Perform inspections of stormwater systems impacted by construction. Inspections to be performed weekly, plus within 24 hours of all precipitation events of 1/2" or greater until full-time inspection is no longer being provided by Resident Engineer, at which time the OWNER will assume responsibility for performing these inspections until a Notice of Termination is issued to the Contractor.
  - f. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
  - g. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.
  - h. Receive, review and forward all submittals, construction schedules, material certifications and detailed shop and erection drawings to the CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
  - i. Review submittals for the Buy American provision (Origin of Manufacture).
  - j. Review construction schedules.
  - k. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
  - l. Monitor compliance with the Construction Safety and Phasing Plan (CSPP) and receive and review the Contractor's Safety Plan Compliance Document (SPCD).
  - m. Perform on-site Labor Standard Interviews and provide documentation within seven calendar days.
  - n. Review requests for monthly and final payments to the Contractor, monitor the status of the required supporting documentation, and forward same to the OWNER with recommendations for approval.
  - o. Provide project record information, and utility documentation data received from the OWNER's staff, to the CONSULTANT's Project Manager for preparation of "Record" drawings, and a "Summary of Test Reports" on the completed work.
  - p. Prepare "Certificates of Completion" for review by the CONSULTANT's Project Manager and submit same to the OWNER.
  - q. Develop documentation for the final construction report to address items such as: narrative of work performed, summary of milestone data, contract time, project costs, contract changes, Buy American provision, photos, final inspection.
  - r. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval.
  - s. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.
  - t. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.

- u. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNER'S quality assurance testing at the frequency and manner set forth in the specifications.
- v. Provide special field office equipment including computer, printer, cartridges, copier, some furnishings and all expendable office supplies, except that the on-site field office, including utilities and some furnishings, shall be provided by the OWNER.
- w. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.
- x. Meet with the OWNER as necessary to confer with respect to the duties and project services.
- y. Other duties required by the FAA but not specifically listed herein.
- z. Provide up to 40 labor hours of surveying.

The following services are not included:

1. Review of the contractor's weekly payroll statements and comparison with the Labor Standard Interviews. This will be provided by the OWNER.
2. Observation of contractor activities other than a single shift Monday through Friday, plus up to four night shifts.
3. Work on Saturdays, Sundays and City holidays. If the contractor is granted permission to work on these days, staff will be available for observation. Any work beyond five shifts in a calendar week plus four night shifts, minus City holidays, is considered eligible to be additional services.

TIME OF SERVICES

1. Completion of services is dependent upon the date that Notice to Proceed (NTP) is issued to the Contractor, the Contractor's progress and the completion dates set forth in the construction contract documents. The fee(s) included in this Supplemental Agreement are based on the following contractor schedule:

A. Contractor NTP	February 2014
B. Substantial completion	120 days following contractor NTP
C. Final acceptance	5 days after substantial completion
D. Acceptance of seeding	90 days after final acceptance
2. Services provided due to the Contractor exceeding these schedule dates are not included in the scope of this Supplemental Agreement and will be justification for increasing the not to exceed cost plus fixed fee amount.

**Wichita Mid-Continent Airport - Terminal Area Redevelopment Project**  
**Estimated Cost of Consultant's Services**  
**HNTB Architecture**

10/10/2013

**Apron Phase 3 and Related Scope Package Construction Phase**  
**Additional Services Request No. 43 (Summary)**  
**HNTB Project 34912**

<b>1. Direct Salary Costs</b>			
	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	158	\$61.07	\$9,649
<b>2. Labor and General &amp; Administrative Overhead</b>			
Percentage of Direct Salary Costs	148.13%		\$14,292
<b>3. Total Labor Cost - Subtotal of Items 1 and 2</b>			<u>\$23,941</u>
<b>4. Fixed Fee</b>	15.00%		\$3,591
<b>5. Subtotal of Items 3 and 4</b>			<u>\$27,532</u>
<b>6. Direct Non-Salary Expenses</b>			
Transportation and Subsistence		300	
Printing and Deliveries		200	
Other Expenses		0	
Total Direct Non-salary Expenses			\$500
<b>7. Subtotal of Items 5 and 6</b>			<u>\$28,032</u>
<b>8. Subconsultant Costs</b>			
PEC - Civil, Mechanical, Electrical		32,150	
PEC - Resident Engineering		434,916	
			467,066
<b>Total Proposed Cost</b>			<u>495,098</u>

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
Estimated Cost of Consultant's Services  
HNTB Architecture

10/10/2013

Apron Phase 3 and Related Scope Package Construction Phase  
Additional Services Request No. 43 (Eligible)  
HNTB Project 34912

1. Direct Salary Costs

	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	136	\$61.16	\$8,317
2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs	148.13%		\$12,321
3. Total Labor Cost - Subtotal of Items 1 and 2			\$20,638
4. Fixed Fee	15.00%		\$3,096
5. Subtotal of Items 3 and 4			\$23,734
6. Direct Non-Salary Expenses			
Transportation and Subsistence		300	
Printing and Deliveries		160	
Other Expenses		0	
Total Direct Non-salary Expenses			\$460
7. Subtotal of Items 5 and 6			\$24,194
8. Subconsultant Costs			
PEC - Civil, Mechanical, Electrical		26,645	
PEC - Resident Engineering		385,839	
			412,484
Total Proposed Cost			436,678

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB - Estimate of Hours and Fees  
ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
Terminal Apron Phase 3, including Glycol Storage System

10/10/13

**HNTB (Eligible)**

Architecture	Architect- ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	7	7	7	7	7	7	7		
Current Rates	111.51	105.79	66.46	59.78	44.73	33.69	24.38		
Construction Administration									
Document tracking & coord			8			22		30	1,273
item								0	0
item								0	0
Total Construction Administration								30	1,273
Resident Engineering									
Document tracking & coord								0	0
item								0	0
item								0	0
Total Resident Engineering								0	0
General									
Proposal preparation			30					30	1,994
Project management			40					40	2,658
Meetings			36					36	2,393
item								0	0
Total General								106	7,045
Total Direct Salary Costs - Architecture	0	0	114	0	0	22	0	136	8,317
Labor and General & Administrative Overhead							Percentage of Direct Salary Costs 148.13%		12,321
Total Labor Cost									20,638
Fixed Fee							15.00%		3,096
Total Fee									23,734
Travel and Subsistence									300
Printing and Deliveries									160
Other Expenses									0
Estimated Expenses									460
Total Proposed Cost									24,194
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB Architecture - Estimate of Hours and Fees  
ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
Terminal Apron Phase 3, including Glycol Storage System

09/30/13

**PEC (Resident Engineering Services - Eligible)**

	Principal	Project Manager	Field Engineer	Inspector	Insp (OT)	Tech	Clerical	Total Hours	Fee Estimate
Rates	46.00	46.00	36.36	24.20	36.30	19.80	16.00		
Annual escalation	0%	0%	0%	0%	0%	0%	0%		
Years	0	0	0	0	0	0	0		
Current Rates	46.00	46.00	36.36	24.20	36.30	19.80	16.00		
Construction Administration									
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
Total Construction Administration								0	0
Resident Engineering									
Preconstruction Services (Before 2nd NTP)	24	213	232	80	0	0	8	557	21,402
Construction Observation Services	-2	372	868	1040	265	177	63	2,783	87,881
Post Substantial Completion Services	0	79	151	246	40	0	9	525	16,674
item								0	0
item								0	0
item								0	0
item								0	0
Total Resident Engineering								3,865	125,956
Proposal Preparation									
Fee Estimate								0	0
item								0	0
Total Proposal Preparation								0	0
Total Direct Salary Costs								3,865	125,956
Labor and General & Administrative Overhead							149.74%		188,606
Total Labor Cost									314,562
Fixed Fee							15.00%		47,184
Total Fee									361,746
Office Equipment (\$475/month)									1,900
Travel (\$0.60/mile)									7,806
Lab Testing									13,537
Cell Phone (at cost)									550
Printing (at cost)									300
CADD @ \$18.00/hr									0
Estimated Expenses									24,093
Total Proposed Cost									385,839
Explanation:									



Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB Architecture - Estimate of Hours and Fees  
ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
Terminal Apron Phase 3, including Glycol Storage System

07/18/13

**PEC Eligible (Civil, Electrical, & Mechanical)**

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Annual escalation	3%	3%	3%	3%	3%	3%	3%		
Years	1	1	1	1	1	1	1		
Current Rates	46.35	39.14	34.51	28.84	28.84	19.57	16.48		
Construction Administration									
Attend Pre-Con Meeting		3	3					6	221
Review Shop Drawings/Submittals	8	56	14				60	138	4,035
Review RFI's	3	20	8				6	37	1,297
Attend Site Visits/Progress Meetings		20	8					28	1,059
Prepare Record Drawings from Contr. Markups		6	8		38		2	54	1,640
Prepare Conformed Drawings		1	4		16		3	24	688
Total Construction Administration								287	8,939
Resident Engineering									
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
Total Resident Engineering								0	0
Proposal Preparation									
Fee Estimate								0	0
item								0	0
Total Proposal Preparation								0	0
Total Direct Salary Costs								287	8,939
Labor and General & Administrative Overhead								Percentage of Direct Salary Costs	149.74%
									13,385
Total Labor Cost									22,324
Fixed Fee								15.00%	3,349
Total Fee									25,673
expense item									0
expense item									0
expense item									0
expense item									0
expense item									0
CADD @ \$18.00/hr					54				972
Estimated Expenses									972
Total Proposed Cost									26,645
Explanation:									

**Wichita Mid-Continent Airport - Terminal Area Redevelopment Project**  
**Estimated Cost of Consultant's Services**  
**HNTB Architecture**

10/10/2013

**Apron Phase 3 and Related Scope Package Construction Phase**  
**Additional Services Request No. 43 (Non-eligible)**  
**HNTB Project 34912**



<b>1. Direct Salary Costs</b>			
	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	22	\$60.50	\$1,331
<b>2. Labor and General &amp; Administrative Overhead</b>			
Percentage of Direct Salary Costs	148.13%		\$1,972
<b>3. Total Labor Cost - Subtotal of Items 1 and 2</b>			<u>\$3,303</u>
<b>4. Fixed Fee</b>			
	15.00%		\$495
<b>5. Subtotal of Items 3 and 4</b>			<u>\$3,798</u>
<b>6. Direct Non-Salary Expenses</b>			
Transportation and Subsistence		0	
Printing and Deliveries		40	
Other Expenses		0	
Total Direct Non-salary Expenses			\$40
<b>7. Subtotal of Items 5 and 6</b>			<u>\$3,838</u>
<b>8. Subconsultant Costs</b>			
PEC - Civil, Mechanical, Electrical		5,505	
PEC - Resident Engineering		49,077	
			54,582
<b>Total Proposed Cost</b>			<u>58,420</u>

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB - Estimate of Hours and Fees  
ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
Terminal Apron Phase 3, including Glycol Storage System

10/10/13

**HNTB (Non-eligible)**

Architecture	Architect- ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	7	7	7	7	7	7	7		
Current Rates	111.51	105.79	66.46	59.78	44.73	33.69	24.38		
Construction Administration									
Document tracking & coord			2			4		6	268
item								0	0
item								0	0
Total Construction Administration								6	268
Resident Engineering									
Document tracking & coord								0	0
item								0	0
item								0	0
Total Resident Engineering								0	0
General									
Proposal preparation			5					5	332
Project management			8					8	532
Meetings			3					3	199
item								0	0
Total General								16	1,063
Total Direct Salary Costs - Architecture	0	0	18	0	0	4	0	22	1,331
Labor and General & Administrative Overhead								Percentage of Direct Salary Costs 148.13%	1,972
Total Labor Cost									3,303
Fixed Fee							15.00%		495
Total Fee									3,798
Travel and Subsistence									0
Printing and Deliveries									40
Other Expenses									0
Estimated Expenses									40
Total Proposed Cost									3,838
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
 HNTB Architecture - Estimate of Hours and Fees  
 ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
 Terminal Apron Phase 3, including Glycol Storage System

09/30/13

**PEC (Resident Engineering Services - Non Eligible)**

	Principal	Project Manager	Field Engineer	Inspector	Insp (OT)	Tech	Clerical	Total Hours	Fee Estimate
Rates	46.00	46.00	36.36	24.20	36.30	19.80	16.00		
Annual escalation	0%	0%	0%	0%	0%	0%	0%		
Years	0	0	0	0	0	0	0		
Current Rates	46.00	46.00	36.36	24.20	36.30	19.80	16.00		
Construction Administration									
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
Total Construction Administration								0	0
Resident Engineering									
Preconstruction Services (Before 2nd NTP)	0	0	0	0		0	0	0	0
Construction Observation Services	2	24	32	400	120	8	1	587	16,570
Post Substantial Completion Services	0	1	1	2			0	4	131
item								0	0
item								0	0
item								0	0
item								0	0
Total Resident Engineering								591	16,701
Proposal Preparation									
Fee Estimate								0	0
item								0	0
Total Proposal Preparation								0	0
Total Direct Salary Costs								591	16,701
Labor and General & Administrative Overhead							Percentage of Direct Salary Costs	149.74%	25,008
Total Labor Cost									41,709
Fixed Fee							15.00%		6,256
Total Fee									47,965
Office Equipment (\$475/month)									0
Travel (\$0.60/mile)									450
Lab Testing									612
Cell Phone (at cost)									50
Printing (at cost)									0
CADD @ \$18.00/hr									0
Estimated Expenses									1,112
Total Proposed Cost									49,077
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
HNTB Architecture - Estimate of Hours and Fees  
ASP 43 - Apron Phase 3 and Related Scope Package Construction Phase  
Terminal Apron Phase 3, Including Glycol Storage System

07/18/13

**PEC Ineligible (Civil, Electrical, & Mechanical)**

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Annual escalation	3%	3%	3%	3%	3%	3%	3%		
Years	1	1	1	1	1	1	1		
Current Rates	46.35	39.14	34.51	28.84	28.84	19.57	16.48		
Construction Administration									
Attend Pre-Con Meeting								0	0
Review Shop Drawings/Submittals			30				20	50	1,365
Review RFIs			16					16	552
Attend Site Visits/Progress Meetings								0	0
Prepare Record Drawings from Contr. Markups								0	0
Prepare Conformed Drawings								0	0
Total Construction Administration								66	1,917
Resident Engineering									
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
item								0	0
Total Resident Engineering								0	0
Proposal Preparation									
Fee Estimate								0	0
item								0	0
Total Proposal Preparation								0	0
Total Direct Salary Costs								66	1,917
Labor and General & Administrative Overhead								Percentage of Direct Salary Costs	149.74%
									2,870
Total Labor Cost									4,787
Fixed Fee								15.00%	718
Total Fee									5,505
expense item									0
expense item									0
expense item									0
expense item									0
expense item									0
expense item									0
CADD @ \$18.00/hr						0			0
Estimated Expenses									0
Total Proposed Cost									5,505
Explanation:									

## Materials Testing Fee Schedule

TERMINAL APRON PAHSE III  
 THE WICHITA MID-CONTINENT AIRPORT  
 FAA AIP PROJECT NO. 3-20-0088-67  
 CITY OF WICHITA PROJECT NO. 455-361-5  
 PEC File No. 70X-06481-013-019

### SOILS TESTING

115 Nuclear Gauge	30 days	@	\$ 61.00	per day	=	\$ 1,830
177 Moisture-Density Curves (ASTM D-698/1557)	6 each	@	\$ 132.00	per each	=	\$ 792
178 One Point Curve Checks (ASTM D-698/1557)	5 each	@	\$ 51.00	per each	=	\$ 255
168 Atterberg Limits (ASTM D-4318)	5 each	@	\$ 82.00	per each	=	\$ 410

### LIME TREATED SUBGRADE TESTING

181 Lime Determination (ASTM D-4253/4254)	1 each	@	\$ 560.00	per each	=	\$ 560
115 Nuclear Gauge	1 days	@	\$ 61.00	per day	=	\$ 61
177 Moisture-Density Curves (ASTM D-698/1557)	1 each	@	\$ 132.00	per each	=	\$ 132
168 Atterberg Limits (ASTM D-4318)	1 each	@	\$ 81.00	per each	=	\$ 81

### CONTROLLED LOW SLUMP MATERIAL TESTING

118 Plastic Cylinder Molds	3 each	@	\$ 2.00	per each	=	\$ 6
292 Compression Tests of Cylinders, ASTM C-39**	3 each	@	\$ 20.00	per each	=	\$ 60

### BITUMINOUS TREATED DRAINAGE LAYER TESTING

714 Sieve Analysis, greater than 1 inch (ASTM C-136/C-117)	0 each	@	\$ 87.00	per each	=	\$ -
700 Ignition Oven Test, Asphalt Cement Content only	0 each	@	\$ 153.00	per each	=	\$ -

### BITUMINOUS PLANT MIX TESTING

243 Cold Feed Gradation	3 each	@	\$ 51.00	per each	=	\$ 153
242 Marshall Properties, ASTM D-1559	9 slugs	@	\$ 36.00	per slug	=	\$ 324
244 Vacuum Specific Gravity	3 slugs	@	\$ 46.00	per slug	=	\$ 138
700 Ignition Oven Test, Asphalt Cement Content only	3 each	@	\$ 153.00	per each	=	\$ 459
245 Core Density / Thickness Measurement	9 each	@	\$ 26.00	per each	=	\$ 234

### PORTLAND CEMENT PAVEMENT TESTING

116 Concrete Testing Equipment	8 days	@	\$ 26.00	per day	=	\$ 208
294 Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	80 each	@	\$ 46.00	per each	=	\$ 3,680

### PORTLAND CEMENT STRUCTURAL CONCRETE TESTING

116 Concrete Testing Equipment	9 days	@	\$ 26.00	per day	=	\$ 234
118 Plastic Cylinder Molds	36 each	@	\$ 2.00	per each	=	\$ 72
292 Compression Tests of Cylinders, ASTM C-39**	36 each	@	\$ 20.00	per each	=	\$ 720

### MISCELLANEOUS

Supervisor Review	40 hour	@	\$ 82.00	per hour	=	\$ 3,280
171 Sieve Analysis (ASTM C-136, C-117)	10 each	@	\$ 46.00	per each	=	\$ 460

\$ 14,149